

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF INDIANA**

**CASE NO.: 1:24-cv-00779-JPH-MKK**

MAX MINDS, LLC,

Plaintiff,

v.

TRIANGLE EXPERIENCE GROUP, INC.,  
ROBERT EDWARD CLARE, JEFFREY  
MASE, KEVIN G MULLICAN and JOHN  
DOES 1-10,

Defendants.

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**SEALED EXHIBIT 1 TO J. CAMPBELL MILLER DECLARATION**

# Exhibit

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UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF INDIANA

CASE NO.: 1:24-cv-00779-JPH-MKK

MAX MINDS, LLC,

Plaintiff,

vs.

TRIANGLE EXPERIENCE GROUP, INC., INC.,

ROBERT EDWARD CLARE, JEFFREY MASE,

KEVIN G. MULLICAN AND JOHN DOES 1-10,

Defendants.

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REMOTE VIA ZOOM DEPOSITION OF 30(b)(6) TRIANGLE

EXPERIENCE GROUP, INC./ROBERT EDWARD CLARE

TAKEN ON BEHALF OF THE PLAINTIFF

Remote Via Zoom

October 30, 2024

10:00 a.m. to 2:11 p.m.

REPORTED BY

MARLA SCHREIBER, COURT REPORTER

NOTARY PUBLIC, STATE OF FLORIDA

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ALSO PRESENT:

BRANDON FISCHER, Max Minds

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(Plaintiff's Notice of Deposition)

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(Joint Venture Agreement)

Plaintiff's Exhibit 29

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(Stipulation)

Plaintiff's Exhibit 30

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(Interrogatories)

Plaintiff's Exhibit 31

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(Second Amended Answers to Request for Production)

Plaintiff's Exhibit 32

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(Stack of Documents)

Plaintiff's Exhibit 34

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(List of Names of Employees)

Plaintiff's Exhibit 35

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(Evidence/Property Custody Document)

Plaintiff's Exhibit 36

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(Two Pages of Source Code)

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1 Thereupon:

2 ROBERT EDWARD CLARE

3 was called as a witness, and after having been first  
4 duly sworn, testified as follows:

5 THE WITNESS: Yes.

6 DIRECT EXAMINATION

7 BY MR. ROTHMAN:

8 Q Good morning, Mr. Clare, my name is Joel  
9 Rothman and I am going to be asking you some questions  
10 today. Can you hear me all right?

11 A Yes, sir. Good morning.

12 Q So if you can take out Exhibit 1, please.

13 A Okay.

14 Q It should say at the top middle of the page  
15 plaintiffs third renotice or it could be the fourth  
16 renotice or the fifth at this point. Because it's been  
17 served and reserved a number of times but the items in  
18 the back are the same. It's the notice of your  
19 deposition for.

20 (Whereupon, the above referred-to document  
21 was marked as Plaintiff's Exhibit 1.)

22 BY MR. ROTHMAN:

23 Q Have you had a chance to review that before  
24 today?

25 A Yes.

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1 Q Okay. So if you turn to page 6, there is a  
2 list of matters for examination.

3 A Okay.

4 Q Before we look at that, if you can also  
5 pull out Exhibit 29. It's entitled stipulation.

6 A Okay.

7 Q Have you seen Exhibit 29 before?

8 A Yes.

9 (Whereupon, the above referred-to document  
10 was marked as Plaintiff's Exhibit 29.)

11 BY MR. ROTHMAN:

12 Q Okay. So Exhibit 29 contains an agreement  
13 between the parties concerning the definition of the  
14 words software and source code, and it indicates on the  
15 first page of the stipulation that the definitions are  
16 going to apply to the first set of preliminary  
17 injunction interrogatories, the first set of  
18 preliminary injunction request for production and the  
19 notice of deposition.

20 Do you see that?

21 A I do.

22 Q Okay. So with respect to Exhibit 1, which  
23 is the notice of deposition, you understand that the  
24 definitions of software and source code for those terms  
25 as used in this document are the definitions in the

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1 stipulation, not the definitions in the notice of  
2 deposition, right?

3 A Yes.

4 Q Great. Thank you.

5 So beginning on page 6 and running through  
6 page 7 of Exhibit 1 are 19 matters for examination.

7 Are you the representative of Triangle  
8 Experience Group, Inc. who has been designated to  
9 testify as to the matters numbered 1 through 19 at this  
10 deposition today?

11 A I am.

12 Q If you can also please take out Exhibits 30  
13 and 31. I will start with Exhibit 30.

14 A Okay.

15 (Whereupon, the above referred-to documents  
16 were marked as Plaintiff's Exhibits 30 and 31.)

17 BY MR. ROTHMAN:

18 Q So have you seen Exhibit 30 before?

19 A Let me look. Yes.

20 Q If you turn to page 23 of Exhibit 30, you  
21 will see a verification.

22 Do you see that?

23 A Yes.

24 Q And the verification says "In accordance  
25 with 28 USC 1746, I verify under penalty of perjury



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1 that the foregoing is true and correct executed on  
2 October 15, 2024," and there is a signature.

3 Whose signature is that?

4 A That's mine.

5 Q So you signed and verified that the answers  
6 to the interrogatories in Exhibit 30 were true and  
7 correct on the 15th of October, right?

8 A Yes.

9 Q Okay. Great.

10 And with respect to Exhibit 30, this is  
11 the -- Exhibit 30 are the interrogatories that are  
12 referred to on the first page of the stipulation at  
13 Exhibit 29 that the definitions of software and source  
14 code are going to be used for.

15 You understood that when you signed those  
16 interrogatories, correct?

17 A Correct.

18 Q All right. Now, Exhibit 31 is a set of  
19 second amended answers to request for production.

20 Have you seen this before?

21 A Yes.

22 Q Okay. And this document 31 is also  
23 referenced on the first page of the stipulation in  
24 Exhibit 29 as being one of the discovery items that the  
25 definitions in the stipulation for software and source

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1 code are going to apply to, correct?

2 A Yes.

3 Q Okay. Now, we on behalf of Max Minds  
4 received document production in this case. We received  
5 it in the last couple of weeks and the documents were  
6 all stamped as being produced by TEG and some of them  
7 have been copied and provided to you as a Composite  
8 Exhibit 32.

9 Do you see that in the stack there?

10 A I see Exhibit 32.

11 Q Is this kind of a thick stack of documents  
12 maybe, about half an inch thick, right?

13 A Yes.

14 (Whereupon, the above referred-to document  
15 was marked as Plaintiff's Exhibit 32.)

16 BY MR. ROTHMAN:

17 Q Yes.

18 So have you reviewed these before the  
19 deposition?

20 A I did. I quickly scanned through there.

21 Q Okay. Were you involved in the production  
22 of documents to my client, including the documents in  
23 Exhibit 32 there?

24 A Yes.

25 Q How were you involved, can you tell me what

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1           you did?

2                   A     We gave access to the production company to  
3           our emails and file shares.

4                   Q     Okay. And then do you know what -- this  
5           was like an electronic discovery company, something  
6           like that?

7                   A     Correct.

8                   Q     Do you know what they did after you gave  
9           them access?

10                  A     How they did it, no.

11                  Q     Okay.

12                  A     I believe the objective was to pull all of  
13           our content in based on a selection of keywords and  
14           search terms.

15                  Q     Okay. If you can look at just the first  
16           page of Exhibit 32.

17                         MR. ROTHMAN: Mr. Kelley, I am not going to  
18           ask him substantively about contents of the  
19           first page. I just want to ask him some  
20           questions about just to make sure that I  
21           understand the designations on the bottom, okay.

22           BY MR. ROTHMAN:

23                  Q     So Mr. Clare, you see on the bottom of the  
24           first page of Exhibit 32, in the lower left it says  
25           "Highly confidential (AEO)?"

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1 A Yes.

2 Q Okay. Do you see that in the lower right  
3 it says TEG 00001052?

4 A Correct, yes.

5 Q Now, the designation on the right, the TEG  
6 with the number, for purposes of this deposition, I am  
7 going to refer to it as a Bates stamp. I am not sure  
8 if you've ever heard that term before.

9 But when I asked you questions about these  
10 documents and any others that have a stamp like that,  
11 I'm going to refer to it as Bates number or Bates stamp  
12 and the number that's there just to help the reporter  
13 and anyone reading the transcript follow along.

14 Will you be okay if I do that during the  
15 deposition?

16 A Yes.

17 Q If at any point you need to reference a  
18 page of the document, would you please use that number  
19 if the documents have a Bates number on it, all right?

20 A Yes. Sure.

21 Q All right. So it says the other  
22 designation "Highly confidential (AEO)."

23 Were you at all involved in determining  
24 whether to designate this document "Highly confidential  
25 (AEO)" or any other designation?

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1 MR. KELLEY: I am going to pose an ongoing  
2 objection and caution that Mr. Clare is not to  
3 divulge any conversations between counsel and  
4 himself.

5 MR. ROTHMAN: Right.

6 BY MR. ROTHMAN:

7 Q And I am not asking Mr. Clare for you to  
8 tell me anything that someone has said to you or that  
9 you said to someone.

10 My question is limited to whether you were  
11 involved or not?

12 A I don't recall the conversations about it.

13 Q Okay. So do you know if anyone at your  
14 company was involved in making the determination  
15 whether to mark a document confidential or highly  
16 confidential or something else or not mark it at all?

17 A I don't recall.

18 Q Okay.

19 A I don't think that that happened.

20 Q Okay. All right. So now, my understanding  
21 is that you are a CEO of a company called Triangle  
22 Experience Group, Inc., correct?

23 A Correct.

24 Q Will you know that I am referring to your  
25 company if I refer to it as TEG?

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1 A Yes.

2 Q Okay. My client, the company name is Max  
3 Minds. Will you know if I am referring to if I call  
4 them Max?

5 A Yes.

6 Q Great. So going back to Exhibit 1 and  
7 matters for examination. Item number one concerns all  
8 copies of the software in your possession, including  
9 the physical and IP address, location of each computer,  
10 computer server or electronic media including all USB  
11 thumb drives, et cetera, containing software.

12 Now, there is an answer to interrogatories  
13 which is you can refer to Exhibit 30. And turn to page  
14 18 of Exhibit 30.

15 A Okay.

16 Q And if you can read question six to  
17 yourself, let me know when you are done.

18 A Okay. I am done.

19 Q You see the answer below it says see  
20 response to interrogatory number seven, right?

21 A Okay.

22 Q Then number seven, the first sentence says  
23 "Are you in possession of the source code?"

24 And then the answer begins on the following  
25 page 19. I want to ask you some questions about this

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1 answer. All right.

2 It says "Based on the parties stipulated  
3 definition of source code software for purposes of  
4 preliminary injunction discovery, source code and  
5 software within TEG's possession is located."

6 [REDACTED]  
[REDACTED]  
[REDACTED]

9 Do you see that?

10 A Yes.

11 Q What does the Triangle Experience  
12 development organization and [REDACTED] mean?

13 A [REDACTED]

[REDACTED]

15 Q Okay. So TEG has [REDACTED]

[REDACTED] do I understand that to be correct?

17 A Yes.

18 Q Now, is -- do you know if [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

23 A I don't know where that's located.

24 Q Okay. Who has access to the Triangle  
25 Experience Group development organization and [REDACTED]

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1           A     I would say the development team and  
2           probably some of the folks from the operation side.

3           Q     Okay. So in an attempt to move things  
4           along rather than have you just start to list people  
5           out, I am going to mark a document and share it with  
6           you on my screen here. It's a list of individuals that  
7           we were able to create who appear to currently or  
8           previously have been located -- I am sorry, associated  
9           with your company. So let me just mark it here. It's  
10          a two page document. Let me share my screen with you.  
11          Let me know if you have any problems seeing this.

12                     You should be able to see my screen and see  
13          a document that I've marked as Exhibit 34.

14                     (Whereupon, the above referred-to document  
15          was marked as Plaintiff's Exhibit 34.)

16          BY MR. ROTHMAN:

17           Q     Can you see that?

18           A     Yes.

19           Q     It's going to be a little small. I will  
20          make it bigger so you can read it.

21                     For now, do you see the first page of this  
22          Exhibit 34?

23           A     Yes.

24           Q     Okay. It's actually two pages long and I  
25          will make it bigger so you can read a little bit of



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1 this and hopefully it might help us with individual  
2 names at TEG.

3 So this is a list that was compiled based  
4 on information that we could find in the public of TEG  
5 employees, current, past. We don't know if it's  
6 correct or not, so I will ask you questions about it.

7 But it's organized alphabetically by last  
8 name. [REDACTED] [REDACTED]

[REDACTED] [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

19 A Yes.

20 Q So if you need to refer to this list, okay,  
21 let me know. We can scroll through it if you don't  
22 remember names. But I want to ask you to identify the  
23 actual individuals who are -- who have access to that  
24 Triangle Experience Group development organization  
25 instead of just telling me names of the teams, please

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1 tell me the names of the individuals.

2 A You want me to go through this shared  
3 screen?

4 Q You can. If you need to -- if you don't  
5 remember a name or two, you can certainly use this as a  
6 reference, that's why I provided it. We don't know if  
7 the information is true or not. But if you don't  
8 remember a name off the top of your head, we might use  
9 this to refresh your memory.

10 A If you could scroll down slowly. Let me  
11 see here. Keep going. Keep going. Keep going down.  
12 That should be the end there.

13 Okay. I kind of as you were scrolling, I  
14 used that to kind of make sure I wasn't missing  
15 anybody.

16 Q Okay.

17 A I wrote their name down here on this sheet  
18 in front of me.

19 Q Can you tell me their names for the record?

20 A Yes. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[illegible]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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[REDACTED]

[REDACTED] [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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1

Q

[REDACTED]

2

[REDACTED]

[REDACTED]

3

[REDACTED]

[REDACTED]

4

[REDACTED]

5

[REDACTED]

[REDACTED]

6

[REDACTED]

[REDACTED]

7

[REDACTED]

8

A

I do not.

9

Q

But it's still active currently?

10

A

Yes. I believe so.

11

Q

Does anyone outside of TEG have access to

12

it?

13

A

I am not aware of anyone.

14

Q

Okay. Now, the next item in your

15

interrogatory answer is as your [REDACTED] repository is

16

located in the TEG development workspace.

17

You see that?

18

A

Hold on a second.

19

Q

Sure.

20

A

Right.

21

Q

So with respect to that as your [REDACTED] who

22

has access to that?

23

A

My assumption would be these same names.

24

Q

Same people?

25

A

Correct, yes.

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1 Q Where is the repository for the [REDACTED]

[REDACTED] [REDACTED]

[REDACTED] [REDACTED] [REDACTED]

[REDACTED]

[REDACTED] [REDACTED] [REDACTED]

[REDACTED]

7 Q Okay. One of the ones below you think  
8 hosts that?

9 A Right.

10 Q Is there someone at your company whose  
11 responsible for administration of your -- as your  
12 repository?

13 A [REDACTED]

[REDACTED] [REDACTED]

15 A Right.

16 Q Okay.

17 A And also, too, like if there is other names  
18 that have access to that, I am not aware of that.

19 Q All right. So then the next item is on the  
20 following servers and it lists [REDACTED] server names and  
21 next to it are [REDACTED]

[REDACTED] Do you see that?

23 A Yes, sir.

24 Q Now, a [REDACTED]

[REDACTED], it's not a public facing IP address.

CONFIDENTIAL ATTORNEYS EYES ONLY

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1 Do you know if these [REDACTED] servers have  
2 [REDACTED]?

3 A I don't know.

4 Q Okay. Who is in charge of administering  
5 these servers, making sure that they are operating,  
6 making sure that they are programmed correctly, making  
7 sure that what's installed on them is appropriate, who  
8 is in charge of that?

9 A Again, I think that would fall under [REDACTED]  
[REDACTED] and he might have designated certain people to  
11 do that. I am not aware of who those names are.

12 Q Okay. If he designated people to do that,  
13 would they be one of the people that you mentioned  
14 [REDACTED] or would they be  
15 someone else?

16 A I would say one of these names on this  
17 list, but if it's somebody else, then I am not aware.

18 Q Okay. And then below that it lists local  
19 copies on the following computers and it lists [REDACTED]  
20 Dev laptop, Dev laptop [REDACTED] and Dev laptop [REDACTED] and Dev  
21 laptop [REDACTED] Do you see that?

22 A Right.

23 Q Do you know who at TEG is in possession of  
24 each of those laptops?

25 A I do not. I don't know the exact name

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1           that's attached to each one. I do know that they are  
2           company computers so it's logical that if somebody  
3           would leave, that the other person, a new person would  
4           get that same computer. So they might have changed  
5           hands a few times.

6           Q     Okay. Who is in charge of administering,  
7           allocating and reallocating company computers at TEG?

8           A     Let me think here. Janna would be one of  
9           them, Janna Clare. [REDACTED]

[REDACTED] [REDACTED] [REDACTED]  
[REDACTED] [REDACTED]  
[REDACTED] [REDACTED]  
[REDACTED] [REDACTED]  
[REDACTED] [REDACTED] [REDACTED]  
[REDACTED] [REDACTED]  
[REDACTED] [REDACTED]  
[REDACTED] [REDACTED]  
[REDACTED] [REDACTED]  
[REDACTED] [REDACTED]  
[REDACTED] [REDACTED] [REDACTED]?

20           A     HR.

21           Q     Okay. Anyone else?

22           A     No, those are the only people that come to  
23           mind.

24           Q     Okay. What is Janna Clare's position?

25           A     CFO.

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1 Q Are you married to Janna Clare?

2 A Yes.

3 Q So I would need to ask either Janna Clare  
4 or [REDACTED] Toby the question of who had these three  
5 laptops in order to get that answer?

6 A I don't know if they know who had. But I  
7 think they would know who has.

8 Q Who has them now. Okay.

9 A Right.

10 Q So we were only given the names and numbers  
11 associated with [REDACTED] Dev laptops. But you've given us  
12 the names of six people who would appear to be on the  
13 TEG development team.

14 Do only three of the six people have  
15 laptops with local copies of source code and software  
16 that we are talking about here?

17 A I believe that to be accurate.

18 Q Okay. Do you know why they don't all have  
19 it?

20 A I don't think the full list of six names  
21 here are developers. They are just people with access.

22 Q Which of the six names you gave me are  
23 developers?

24 A [REDACTED] would be accessing to  
25 development.



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Page 23

1 Q Okay. So does Kevin Mullican not develop  
2 software at TEG?

3 A I don't think so.

4 Q Okay.

5 A I don't recall that.

6 Q Okay. Jeff, he doesn't develop software at  
7 TEG?

8 A That's correct.

9 Q And [REDACTED] doesn't develop software at TEG?

10 A That's correct.

11 Q So what is Kevin Mullican's job title and  
12 what does he do?

13 A He is the TEG CTO, chief technology  
14 officer.

15 Q Got it.

16 What is Jeff's job title and what does he  
17 do?

18 A He is the COO which is chief of operations.

19 Q What about [REDACTED]

20 A He is our cyber security analyst.

21 Q The next -- well, before we go on. So the  
22 matters for examination going back to Exhibit 1, number  
23 one asks about all copies of the software in your  
24 possession, including the physical and IP address  
25 location of each computer, computer server or

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1 electronic media containing the software.

2 And the answer does not list any electronic  
3 media such as USB, thumb drives or DVDs.

4 Is it the case that TEG does not have  
5 software or source code at issue in this case on USBs,  
6 the thumb drives or on DVDs or on any other kind of  
7 storage media?

8 A That's correct.

9 Q Okay. So there are no backup copies of the  
10 software somewhere that are not listed?

11 A Not that I'm aware of.

12 Q Now, item number two asks for all TEG  
13 employees who are users of the software. So who  
14 employed by TEG who is -- who is a user of the  
15 software?

16 A I am not -- we wouldn't quantify or qualify  
17 ourselves as users. I wouldn't know how to answer  
18 that.

19 Q Okay. What is your understanding of the  
20 term user and why is it that you wouldn't describe  
21 employees of TEG as users?

22 A Well, I guess in an example is I am using  
23 Zoom. I am a user of Zoom right now in this  
24 conversation, but we are not a user of the platform.

25 Q Okay.

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1 A The software.

2 Q So is it -- are you saying that TEG now or  
3 in the past has never actually used the software that  
4 we are talking about internally or testing for  
5 demonstration for anything like that, TEG has never  
6 used the software?

7 A Well, we are not the -- better explain my  
8 response is we are not a customer. We are not a client  
9 of it.

10 Q Okay. Well, again the matter for  
11 examination doesn't ask for customers or clients. It  
12 asks for all TEG employees who are users of the  
13 software.

14 A Right.

15 Q So putting aside customers and clients, my  
16 question is, are there employees of TEG who are now or  
17 have in the past used the software even if the use is  
18 just for purposes of testing or demonstration?

19 MR. KELLEY: Objection to the form.

20 BY MR. ROTHMAN:

21 Q You can answer, sir.

22 A We operate the software.

23 Q Okay.

24 A Again, in my definition, I guess in my head  
25 of users, like we are not using the software.

CONFIDENTIAL ATTORNEYS EYES ONLY

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1 Q Okay. So we can use the term operate.

2 When you say you operate the software, what  
3 does that mean, can you tell me what that means?

4 A The customer [REDACTED]  
[REDACTED] has it installed in their location and we may go in  
6 there and use it with them or show them how to use it,  
7 you know, the operation of it is not the content and  
8 the context of what the software is supposed to do. We  
9 are not using it in -- in the software context.

10 Q Right. Have you ever outside of what has  
11 been installed at a government location, outside of  
12 working with a customer, have you ever seen the  
13 software operated on a TEG computer by a TEG employee?

14 A No.

15 Q So it's never been the case that the  
16 software was run internally for purposes of testing or  
17 demonstration to TEG employees or anyone within TEG?

18 A We test it extensively, yes.

19 Q Okay. When you say you test it, what do  
20 you mean, describe that to me.

21 A We follow a test plan and go through each  
22 line item of the test plan.

23 Q And describe for me in a general sense,  
24 what a test plan involves.

25 A Going through the functions of the software

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1 to ensure that it works.

2 Q Okay.

3 A That each individual component works and  
4 functions correctly.

5 Q Okay. So it's my understanding that the  
6 way this software works is it allows an individual user  
7 to use the software on their own screen and then it  
8 also allows for the display of multiple user activity  
9 on a central screen, is that a fair description?

10 A That's close I guess, sure.

11 Q Okay. I just want it to be okay with you.

12 A I understand.

13 Q Okay. Have you ever seen at TEG an  
14 employee or maybe you operate the software on their own  
15 computer screen?

16 A In a testing capacity, yes.

17 Q Okay. Testing capacity?

18 A Yes.

19 Q Great. And has also in a testing capacity  
20 the software been shown where you could see multiple  
21 users working on their own screens in one larger  
22 screen?

23 A I mean, the software is designed to have  
24 multiple users logged in in a single session at the  
25 same time, so in testing, I am sure that is one of the

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1 items to be tested, which is multiple people logged in.

2 Q Okay. Great.

3 So in fact, for purposes of testing, the  
4 software has been operated at TEG?

5 A Yes.

6 Q Now, in order to operate the software, the  
7 software needed to be installed on one or more  
8 computers, right?

9 A No.

10 Q No, it didn't need to be installed?

11 A No.

12 Q How could the software run on the computer  
13 if the software was never installed?

14 A The software -- there is nothing downloaded  
15 onto the computer.

16 Q Okay. So there is no computer anywhere  
17 that has the software running on it?

18 A Yes, that's correct -- I mean, I guess you  
19 would have to -- there is a server somewhere, but there  
20 is not a computer, like a laptop or a desktop or PC,  
21 no.

22 Q Okay. Because on an individual laptop or  
23 desktop, the software is running in a browser, right?

24 A Correct.

25 Q But the software is running on one of the

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1 servers at TEG, the [REDACTED] servers that are listed in  
2 the answer to Exhibit 7?

3 A Yes, the server is somewhere, correct, yes,  
4 sir.

5 Q Where physically are those [REDACTED] servers  
6 listed in the answer with [REDACTED]  
7 [REDACTED]

8 A I don't know the exact location. One of  
9 these three is obviously locally somewhere. It looks  
10 like the other two might be cloud based. I don't know.  
11 Just by reading the URL.

12 Q Okay. But does TEG have physical offices?

13 A Yes.

14 Q Where are they?

15 A North Carolina and Virginia.

16 Q What are the addresses?

17 A There is also a Texas office as well.

18 Q Okay.

19 A 11182 Hopson Road, Ashland, Virginia. I  
20 think it's Suite B.

21 Q Okay. That's the Virginia address?

22 A Right.

23 Q Would you know the ZIP Code off the top of  
24 your head?

25 A 23005.

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1 Q Okay. What is the address for North  
2 Carolina?

3 A I don't know the number, the street number  
4 but it's Airport Road, Fayetteville.

5 Q Fayetteville?

6 A Right. North Carolina.

7 Q And Texas?

8 A I don't know the address to that.

9 Q What part of Texas, what town?

10 A It's central Texas in -- oh, my God.

11 Q Fort Worth?

12 A No.

13 Q San Antonio?

14 A Kempsville, Texas, yes.

15 Q Kempsville.

16 A Yes.

17 Q Do you know if any of these [REDACTED] servers  
18 are at any of these three addresses?

19 A [REDACTED]  
[REDACTED].

21 Q Okay.

22 A Yes.

23 Q [REDACTED]  
[REDACTED]

[REDACTED] [REDACTED] There is a possibility, but I



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1 would have to dig into the locations.

2 Q Okay. Would Kevin Mullican know?

3 A Yes.

4 Q Okay. So other than -- let me ask you a  
5 question.

6 Going back to operating the software for  
7 test purposes, when someone at TEG is operating the  
8 software in a browser, is there any requirement for  
9 that person to enter credentials to get access to the  
10 software through the browser, such as user name and  
11 password?

12 A Yes. I would assume that's how the  
13 platform works, the software. I have not seen a  
14 scenario which the -- you could log in without one, but  
15 maybe I am missing that and I don't know.

16 Q Okay. That would mean that each TEG  
17 employee who has operated the software would have a  
18 user name and password to be able to get access to it  
19 on their own computer, right?

20 A Again, if -- there might be a scenario in  
21 testing where you don't have to, but I am not exactly  
22 aware of that so possibly, yes, for testing they would  
23 probably have to log in with a user name and password.

24 Q Okay. I am sorry.

25 Do you know who maintains the list of user

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1 names and passwords and gives them out for purposes of  
2 access?

3 A I don't.

4 Q Okay. Might it be Kevin Mullican or do you  
5 think it's somebody else?

6 A I mean, I would take a stab and say Jeff  
7 Mase or [REDACTED] would be the best people to ask for  
8 that.

9 Q Do you have a user name and password to  
10 access the software through a browser from your  
11 computer?

12 A No.

13 Q You don't?

14 A No.

15 Q Okay. Do you have a TEG issued computer, a  
16 laptop or a desktop?

17 A Yes.

18 Q Do you have more than one or just one?

19 A I have just one.

20 Q Okay. And have you ever accessed, operated  
21 through a browser the software we are talking about  
22 from your computer?

23 A We have this computer and its age, yes.

24 Q How old is that computer?

25 A Two years. Year and a half. Two years.

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1 Something like that.

2 Q When you were answering, you referenced the  
3 age, is it that you previously would have had access  
4 but you haven't recently?

5 A Yes. There is a time that I logged into  
6 the software.

7 Q Do you remember that period of time?

8 A Probably 2019 just being general, mid 2019  
9 to probably the beginning of -- yes, towards the end of  
10 '23 I guess so probably a year ago.

11 Q Okay. Did you have that computer going  
12 back to 2019?

13 A No. You asked when did I log into the  
14 software.

15 Q No. I understand.

16 So do you know what happened to the  
17 computer that you had back in 2019?

18 A No.

19 Q How many computers have you had since the  
20 one from 2019?

21 A This is probably the third.

22 Q Okay. So with respect to number two, all  
23 TEG employees who are users of the software, are you  
24 able to tell me the TEG employees who have user names  
25 and passwords to access the software for testing

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1 purposes?

2 A No. Everybody like I said, I am not sure  
3 that everybody has to log in with a user name and  
4 password.

5 Q Okay. Some people might not and some  
6 people might. Is that something that we would need to  
7 get information from you indicated not Kevin, but who  
8 was it, who is the other person?

9 A I mentioned that the best source of  
10 information on that or to find out that answer are Jeff  
11 Mase or [REDACTED].

12 Q Okay. All right. We are going to, since  
13 we can't get an answer from you on this, I am just  
14 going to ask Mr. Kelley if you can make a note to,  
15 perhaps, we can get that information in the form of,  
16 you know, a written response. You don't have to  
17 respond to that now.

18 So item number three says all  
19 demonstrations you've held, planned or scheduled for  
20 the software since this case was filed.

21 The case we are talking about here  
22 according to the date on complaint was filed May 7th,  
23 2024. So tell me about all the demonstrations you've  
24 held, planned or scheduled for the software since May  
25 7th of 2024.

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1 A I don't know of any.

2 Q Okay. So you are saying that since May 7th  
3 of 2024, TEG has never demonstrated the software we are  
4 talking about to anyone?

5 A I guess to clarify my answer is, we don't  
6 do demonstrations. Maybe an example kind of like we  
7 talked about with users, an example of demonstration,  
8 like -- because my definition of demonstration would be  
9 something like a trade show or a customer engagement  
10 where they came into your office and you demonstrated  
11 the software and did a sales call or something like  
12 that where you are demonstrating the software in some  
13 type of commercial sense. We just don't have that  
14 ability to do. We don't have the ability -- with the  
15 exception of a trade show, we don't have the ability to  
16 do a demonstration in the commercial sense and we never  
17 participated in a trade show.

18 Q Okay. So your definition of demonstration  
19 would be limited to trade shows?

20 A Not limited to. What I offered was an  
21 example of what I think a demonstration is.

22 Q Okay. I want you to grab Exhibit 11.

23 A Okay.

24 Q So turn the first page, the title of this  
25 document is Joint Venture Agreement. Do you see that?

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1 A Yes.

2 (Whereupon, the above referred-to document

3 was marked as Plaintiff's Exhibit 11.)

4 BY MR. ROTHMAN:

5 Q And the version of the document here is  
6 unsigned. But have you seen a signed version of this  
7 document before?

8 A I have and -- but I don't know that they  
9 are the same. There is several different versions  
10 floating around.

11 Q Okay.

12 A To answer your question precisely, I don't  
13 know that this is the same version of a version that  
14 was signed.

15 Q Okay.

16 A Or the version that was signed.

17 Q Okay. We haven't, to my knowledge, we  
18 haven't received a different version of this than the  
19 one I am showing you. We can -- there was another  
20 case, you know, are you familiar with the other case  
21 where your company sued my client?

22 A Yes.

23 Q Okay. We can go and get the copy that TEG  
24 put in there and take a look at that instead if you  
25 would prefer. I don't mind.

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1           A     Sure. It sounds -- if we think that this  
2     is not a correct version, then yes.

3           Q     I would be willing to represent to you that  
4     this is the correct version, but I don't want there to  
5     be some dispute about it and so if you would prefer,  
6     you know, we could get the other version and we can  
7     refer to that instead or we can use this version  
8     unless, you know, you believe that it's different in  
9     some way than the authentic version.

10          A     I think my opinion would be if you want to  
11     represent this as the signed version, then we should  
12     probably look at the signed version.

13          Q     Okay. Why don't we do that. Let's take a  
14     five minute break or a seven minute break. We will  
15     come back at like 11:10 and we will grab that version  
16     and we will use that instead, okay?

17          A     Okay. Thank you.

18                     (Off the record at 11:02 a.m.)

19                     (Back on the record at 11:10 a.m.)

20     BY MR. ROTHMAN:

21          Q     So Mr. Clare --

22          A     Yes, sir.

23          Q     I am going to share my screen and show you  
24     a document I've marked Exhibit 11 A and it is Exhibit 1  
25     to the complaint filed in case number 24 CV 00650 which

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1 is the case filed by your company against my client.

2 And it's a document titled Joint Venture Agreement.

3 Do you see that there on your screen?

4 A Yes.

5 (Whereupon, the above referred-to document

6 was marked as Plaintiff's Exhibit 11A.)

7 BY MR. ROTHMAN:

8 Q I need you to see that first page.

9 A Yes, sir.

10 Q Okay.

11 A I see it. Yep. Okay.

12 Q I can hear you. I am going to scroll down  
13 to the last page and again, this was filed by TEG. You  
14 see it has my client's signature on it, Mr. Fischer?

15 A Yes.

16 Q Then the signature box for TEG is -- it is  
17 blank but it has your name there. You see that?

18 A Yes.

19 Q Did you sign, actually physically sign or  
20 electronically sign a version of this document?

21 A Yes.

22 Q Okay. And was it one that my client had  
23 also signed?

24 A His signature looks like the same  
25 signature.



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1 Q Okay. And it's dated the bottom 13th of  
2 January 2020.

3 So would it be okay for us to use this  
4 Exhibit 11A when we talk about the joint venture  
5 agreement?

6 A Yes, sir.

7 Q Okay. Great. So one of the provisions of  
8 the agreement begins the heading is Demo Product  
9 Licenses. Do you see that?

10 A I see it.

11 Q Okay. And it says "Max agrees to partition  
12 two instances of Haptic Federal for testing and demo  
13 purposes and provide TEG with the ability to create  
14 unlimited user accounts."

15 Do you see that?

16 A Yes.

17 Q So now do you understand the word demo here  
18 to be shorthand for the word demonstration?

19 A Yes.

20 Q So when we are talking about a matter for  
21 examination number three, all demonstrations you have  
22 held, planned or scheduled for software since this case  
23 was filed, can we agree that the term demonstration in  
24 that matter for examination should mean the same thing  
25 as the term demonstration in this document?

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1 MR. KELLEY: Objection to form.

2 THE WITNESS: I do see that the word  
3 demonstration is in that paragraph. Demo  
4 logically means demonstration. But I am not  
5 following you on the -- since this case was  
6 filed.

7 BY MR. ROTHMAN:

8 Q Okay. So explain to me what you understood  
9 when you signed this joint venture agreement what you  
10 understood the term demonstration to mean?

11 A The same context that I explained in the  
12 form of an example previously at the time of signing  
13 this document and the discussions that led up to  
14 signing it, we believe that there was the need to do  
15 demonstrations.

16 Q Okay.

17 A At the time there was a lot we didn't know  
18 about the market and the customer so, again, it was a  
19 provision for going out and doing trade shows and  
20 demonstrating the capability commercially.

21 Q So has TEG at any time before or after this  
22 lawsuit was filed demonstrated the capability of the  
23 software commercially to anyone?

24 A I don't recall. There might have been  
25 some -- we might have given -- I don't recall. I don't

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1 think so. Because, you know, I am trying to make sure  
2 I answered your question, on the commercial side, we  
3 did for a short while have access to something  
4 commercially available. But whether we demonstrated it  
5 or not to people using that commercial platform, I  
6 don't recall.

7 Q Okay. So maybe we are hung up on the  
8 definition of commercial, right.

9 What is your definition of commercial so I  
10 understand the context for your answer?

11 A Well, it's the not the [REDACTED] not private or  
12 not in a private network or a private setting inside of  
13 the customer's space, we wouldn't have the means to do  
14 that. So the only logical place we could do a  
15 demonstration would be commercially.

16 Q Okay. Is TEG a for profit business?

17 A Yes.

18 Q And you've been involved in government  
19 contracting for many years, haven't you?

20 A Yes.

21 Q Including [REDACTED] government contracting,  
22 correct?

23 A Correct.

24 Q When the [REDACTED] enters into a contract and  
25 receives goods or services, has it been your experience

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1           that the [REDACTED] doesn't pay for those services ever, that  
2           they are received free?

3                       MR. KELLEY: Objection to form.

4                       THE WITNESS: I don't understand the  
5           question.

6           BY MR. ROTHMAN:

7                       Q     So haven't you in the past been paid by the  
8           United States government for products or services that  
9           you supplied to the United States government in the  
10          course of [REDACTED] contracting?

11                      A     Yes.

12                      Q     Okay. So I'm using the term commercial in  
13          the sense of selling, licensing anything for money, and  
14          I am not confining it to a particular industry or a  
15          particular type of customer. If we reask the question  
16          with the understanding that demonstration includes all  
17          demonstrations regardless of who the customer is, would  
18          your answer be different?

19                      A     No. I mean, again, I will try to explain  
20          my answer.

21                      So in the government space to use your new  
22          definition kind of putting commercial aside. There is  
23          no demonstrations given of the software. It's in the  
24          government space, the [REDACTED] owns it, they are the client.  
25          If they are sharing it and using it amongst themselves.

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1 If there is a customer that wants to buy it, they will  
2 buy it because they have used it somewhere else.

3 Q Okay. So if it has never been used  
4 anywhere and the customer has never seen it used  
5 anywhere, are you telling me that demonstrations of the  
6 software have never been given, that's not something  
7 that TEG has ever done?

8 MR. KELLEY: Objection to form.

9 THE WITNESS: No. The [REDACTED] will create  
10 scenarios which certain software capabilities  
11 can be put into -- hold on just a second. Are  
12 you on mute?

13 MR. KELLEY: Yes.

14 THE WITNESS: That's better. I was getting  
15 an echo.

16 So they will create scenarios in which  
17 capabilities can be brought in and evaluated and  
18 used in simulation used in large skill common  
19 operation, simulation scenarios that the  
20 government is already participating in.

21 But again, you are not demonstrating in a  
22 sense of just showing somebody the usefulness of  
23 a tool in a commercial setting, however, inside  
24 of the [REDACTED] on a secret network, the software  
25 will perform inside of a scenario that's

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1                   happening.

2           BY MR. ROTHMAN:

3                   Q     Okay. How many times has TEG participated  
4           in such scenarios involving the software?

5                   MR. KELLEY: Objection to form.

6                   THE WITNESS: I know of one which would be  
7           considered like a fielding where the [REDACTED] was  
8           fielding it, bringing it in to, use it in those  
9           scenarios that I was referencing.

10          BY MR. ROTHMAN:

11                  Q     When was that?

12                  A     That would have been October of 2020.

13                  Q     And since October of 2020, are you saying  
14          that TEG has never been involved in any of the  
15          scenarios like you just described?

16                  A     Like I said, I know of one.

17                  Q     But that's not my question.

18                         My question is, since then, are you aware  
19          of any that TEG has been involved in?

20                  MR. KELLEY: Objection to form.

21                  THE WITNESS: No.

22          BY MR. ROTHMAN:

23                  Q     Has TEG licensed the software to any  
24          organization within the [REDACTED] since  
25          this lawsuit was filed?

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1           A     Can you repeat the question, please? I am  
2     trying to --

3           MR. ROTHMAN: Madam Court Reporter, can you  
4     read back the question, please.

5           (Court Reporter Read Back.)

6           THE WITNESS: Okay. Yes. Yes.

7     BY MR. ROTHMAN:

8           Q     Tell me within the [REDACTED] list to me all of  
9     the organization.

10          A     I know of two. [REDACTED]  
11     [REDACTED].

12          Q     And before those two [REDACTED] agreed  
13     to license the software, did TEG do any or was involved  
14     in any simulations or demonstrations of the software to  
15     any one at those [REDACTED]?

16          A     So involved, yes. I mean, we participate.

17          Q     Okay.

18          A     Sure. Yes.

19          Q     So tell me the scenarios and simulations  
20     that TEG participated in.

21          A     Give me the time frame. Which for these  
22     two that I listed, [REDACTED]

23          Q     Yes.

24          A     I wasn't there. But I assume it's giving  
25     training classes, the technical aspects of ensuring

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1           that the capability is functioning. That's about the  
2           extent of it.

3                   Q     When was that?

4                   A     I don't recall.

5                   Q     Where did it occur?

6                   A     I assume at the customer location, possibly  
7           some other field locations that I am not aware of the  
8           exact locations.

9                   Q     Who from TEG was involved in that?

10                  A     I don't recall the exact names.

11                  Q     Do you have employees at TEG whose jobs  
12           involve sales and marketing?

13                  A     No.

14                  Q     So you don't have anyone who would  
15           participate in demonstrations, scenarios, simulations  
16           for purposes of selling the software to the U.S.  
17           government [REDACTED]?

18                  A     No. My answer is no. But I will offer you  
19           an explanation. It's a goal of all the employees is  
20           to, you know, interact with the customer, be aware of  
21           sales. So it's a core competency of all the employees  
22           to do.

23                           But specifically employees that are just  
24           sales employees, that's not something we have. Does  
25           that answer your question?



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1 Q So who are these people who would have been  
2 interacting with the government in connection with the  
3 training classes, technical aspects and the software  
4 and the customer location that we just described?

5 A The names of the people?

6 Q Yes.

7 A Jeff Mase. If you shared that screen  
8 again, I could point to --

9 Q Sure. No worries.

10 A Yes. So [REDACTED] [REDACTED]

[REDACTED]

[REDACTED] If you can scroll down.

13 Q Sure.

14 A It looks like it. That's a possibility.  
15 That's the list of names that possibly could have  
16 supported one, if not both of those.

17 Q [REDACTED]?

18 A No.

19 Q No. What does he do as account executive?

20 MR. KELLEY: Objection to form.

21 THE WITNESS: Personal management,  
22 interaction with the customer, customer success,  
23 general program management.

24 BY MR. ROTHMAN:

25 Q Okay. [REDACTED], what is his title?

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1 A [REDACTED] is a field service rep.

2 Q What does a field service rep do?

3 A So it's the FSR column role where it says  
4 role FSR.

5 Q Yes. What do they do?

6 A Interact with the customer, be on site,  
7 general help, care and feeding.

8 Q Okay. Do they ever show the customer how  
9 to do things with the software?

10 A They would probably help a customer stuck  
11 on something and having trouble interacting with it,  
12 they would most likely assist.

13 Q Okay. What is [REDACTED] title?

14 A Same. FSR. Field service rep.

15 Q Okay. What is [REDACTED] title?

16 A Probably account manager I think or board  
17 FSR, one of the two.

18 Q What is [REDACTED] title?

19 A Director of operations.

20 Q What is [REDACTED] title?

21 A [REDACTED] is a field technical services.

22 Q What does a field technical services person  
23 do?

24 A Care and feeding on the technical side,  
25 making sure things are working, interacting with the

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1 customer's technical people.

2 Q What do you mean care and feeding, you  
3 don't literally mean care and feeding in a non-literal  
4 way. What do you mean by that?

5 A Right. There is technical glitches,  
6 sometimes the field tech team can assist in rectifying  
7 those issues.

8 Q Okay. How would they do that?

9 A Interacting with the software that's  
10 installed at the customer site, interacting with the  
11 system admin, logging into the server at the customer  
12 site, understanding how the system administration  
13 works.

14 Q Okay. So how many servers are there  
15 operating the software at TEG's customer's sites?

16 A I don't know the exact number. In the 40  
17 to 50 range.

18 Q So there are 40 to 50 servers operating the  
19 software at issue in this case at TEG's customer's  
20 locations?

21 A That's a possibility, yes.

22 Q Okay. And is it -- does the software  
23 operate on a single server or does it operate on  
24 multiple servers at each location?

25 A I think there is a blend of different

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1 scenarios. I think some customers prefer to put things  
2 on different servers and some customers put it all on  
3 one server.

4 Q Can you list for me all the customers  
5 currently that have servers with the software on them?

6 MR. KELLEY: Objection to form.

7 THE WITNESS: I cannot.

8 BY MR. ROTHMAN:

9 Q Is there a list somewhere that we can refer  
10 to or that you could provide so that we could know that  
11 information?

12 A Absolutely. I assume we could do research  
13 on that and provide that.

14 Q Who would have that information at TEG?

15 A Probably Jeff and [REDACTED], Jeff Mase and  
16 [REDACTED], the same names. Most likely Jeff, Jeff  
17 Mase would have the answer to that.

18 Q Okay. So are you aware of any scenarios or  
19 simulations that TEG plans to participate in with the  
20 software in the future that have been planned?

21 A No, I am not aware. I am not aware of any  
22 that are scheduled.

23 Q Are there any ongoing now?

24 A No.

25 Q Number four asks for all payments you

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1 received for demonstrations of the software since this  
2 case was filed.

3 With respect to the term demonstrations, we  
4 can substitute your term scenarios for simulations.  
5 Has TEG received any payments for its involvement using  
6 the software for scenarios or demonstrations since the  
7 case was filed?

8 A Just those two that I listed.

9 Q Those two. Okay.

10 A Yes.

11 Q With respect to those two, the two army  
12 divisions, [REDACTED]. Who  
13 would have the details of when those occurred, what  
14 occurred during them, who would we need to ask for  
15 that?

16 A I mean, I can get the information. That's  
17 not something that I prepared for.

18 Q I understand. Because you didn't  
19 understand the term demonstration the way we have now  
20 defined it. So it's -- we, I will ask counsel if we  
21 can get that information. Perhaps there is  
22 documentation that they can refer us to that has  
23 already been produced or perhaps it be produced. We  
24 will follow up on that. I am sorry.

25 A I was going to say furthermore the payments

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1 would not specifically be for the scenario.

2 The scenario is something that's happening  
3 and we will go support it.

4 Q Okay. But don't you get --

5 A I just want to make sure we get you the  
6 right information of what we need to research and get  
7 to you.

8 Q Okay. Well, when you go support a  
9 scenario, do you do that for free?

10 A Well, the payment is not for the scenario.

11 Q No, the payment is for your participation  
12 in the scenario, correct?

13 A Well, the customer is paying for support.

14 Q Okay.

15 A They purchased the software and with that  
16 comes support.

17 Q Okay. So are you saying that [REDACTED]  
[REDACTED] they paid  
19 for the software and they also received support and  
20 there were scenarios and simulations that TEG  
21 participated in since the case was filed?

22 A Correct.

23 Q Okay. And you can get us the details on  
24 those?

25 MR. KELLEY: Objection to form.

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1 BY MR. ROTHMAN:

2 Q Correct?

3 A I am unclear on what is the do out. What  
4 details are we getting in?

5 Q Well, so it would be who, what, when,  
6 where, how. It would be when were these performed or  
7 where were they performed, you know, what was involved,  
8 what was the payment, who was involved, you know, those  
9 sorts of details, the ones that I would have asked you  
10 and gotten answers from you if you had been prepared  
11 and maybe again --

12 MR. KELLEY: Objection to form.

13 MR. ROTHMAN: Let me finish, please.

14 BY MR. ROTHMAN:

15 Q Maybe they are not. But those are the  
16 sorts of things that I would be seeking and certainly  
17 don't answer me now. Speak to your counsel afterwards  
18 and maybe we can work it out after the deposition,  
19 okay.

20 A I just want to be clear that I can answer  
21 the payments and who. I just can't answer the I guess  
22 the what and the why.

23 Q Okay. Well, tell me about the payments.

24 A The total payments were those two customers  
25 was 450,000.

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1 Q Okay. That was the total for TEG's  
2 involvement in the software?

3 A No, that's what the customer paid for  
4 licensing.

5 Q Okay.

6 A And support.

7 Q Okay. You would have documentation  
8 concerning that?

9 A Yes.

10 Q Okay. Great. Thank you.

11 Item number five is all payments for sales  
12 of the software since this case was filed. And six is  
13 all payments you received from licenses of the software  
14 since this case was filed. And I don't know whether  
15 you refer to this as sales of the software or sales of  
16 licenses, so I am going to combine those and ask you if  
17 you can tell me detail for any of those payments.

18 A It's the same for those two customers.  
19 It's roughly and 450,000.

20 Q Any others?

21 A No, sir.

22 Q So let's go back for a second to the joint  
23 venture agreement. Who used the version of it that I  
24 have here? I will share my screen. You see my screen?

25 A Yes.



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1                   Q     So I am going to scroll down to the second  
2     page and I want to direct your attention to the  
3     intellectual property paragraph here. Do you see it?

4                   A     Yes.

5                   Q     Okay. So it says "Any intellectual  
6     property (IP) resulting from custom software  
7     development that is paid for by TEG will be co-owned by  
8     TEG and Max, except any plug-in features paid for by  
9     the government that are contractual deliverables to the  
10    government customer." Do you see that?

11                  A     Yes.

12                  Q     Can you explain for me your understanding  
13    of what that provision means?

14                  A     So just to break it up, I guess, is the  
15    plug-in piece is a stipulation that the two parties,  
16    Max Minds and TEG would not legally be able to own  
17    anything that the government paid for development.

18                  Q     Okay.

19                  A     However, the agreement of whether TEG pays  
20    for development and those items would be co-owned.

21                  Q     Okay. So with respect -- putting aside the  
22    plug-ins, when the term says any intellectual property  
23    resulting from custom software development that is paid  
24    for by TEG would be co-owned by TEG and Max. What is  
25    your understanding of what that means?

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1           A     It means that if TEG was to pay Max Minds  
2     for the development, then TEG and Max would co-own it  
3     so paid for by TEG would be co-owned by TEG and Max.

4           Q     So now it's my understanding that at the  
5     beginning of the relationship between TEG and Max, that  
6     there was software that Max had at the beginning of the  
7     relationship provided to TEG. I am not talking about  
8     source code now. I am talking about software that  
9     operated on a computer that you received from my client  
10    software, and that software operated on a computer and  
11    that was received at some point early in the  
12    relationship, right?

13                   MR. KELLEY: Objection to form.

14                   BY MR. ROTHMAN:

15           Q     I am sorry. I didn't hear the answer.

16           A     I don't know that it was received. I don't  
17    understand the question, but I mean I don't want to be  
18    difficult. I guess I am hung up on the word receive  
19    and run on a computer.

20                   My assumption is, or I am of the belief  
21    that everything that we looked at was web based. I  
22    don't know that we had anything that was installed  
23    until after this agreement was signed.

24           Q     Okay. Well, if we go back to the answer to  
25    number seven, it lists [REDACTED] servers and it's my

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1 understanding from your testimony that the software was  
2 installed and operating on those [REDACTED] servers, and  
3 that individuals at TEG could log in through a browser  
4 to use the software from their computers and the  
5 software was running on TEG servers, right?

6 A Right. That's correct.

7 Q Okay. So when was the very first time that  
8 TEG received software that was put on to a server in  
9 TEG's possession for purposes of operating the software  
10 so users at TEG and others who you were showing the  
11 software to could see it operate, when was the first  
12 time?

13 MR. KELLEY: Objection to form.

14 THE WITNESS: I believe it was in  
15 conjunction with signing this document, so it  
16 was around the time of this document being  
17 signed.

18 BY MR. ROTHMAN:

19 Q Okay. And then after this document was  
20 signed, was there, quote, "Custom software  
21 development," done to the software?

22 MR. BALES: Objection to form.

23 THE WITNESS: After this was signed.

24 BY MR. ROTHMAN:

25 Q After this was signed. So --

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1 A Yes.

2 Q So TEG receives -- after this was signed  
3 TEG receives software, the software is installed on a  
4 server in TEG's possession and then thereafter custom  
5 software development is done, correct, do I have it so  
6 far?

7 A That's correct.

8 Q Is it TEG's position that TEG paid for  
9 custom software development?

10 A Yes.

11 Q Now, who did that custom software  
12 development?

13 A I don't know who the names are.

14 Q Well, not the names. But as between TEG  
15 and Max, who -- which one did the custom software  
16 development that occurred after the software was  
17 installed on the server and put into TEG's location?

18 MR. KELLEY: Objection to form.

19 THE WITNESS: It would have been Max Minds.

20 BY MR. ROTHMAN:

21 Q Max Minds did that?

22 A They were paid to do that, yes. Who did  
23 it? I don't know.

24 Q Who did it, you don't know. But it was  
25 somebody working for Max Minds in some capacity, right?

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1 A Yes.

2 Q At any time, did TEG do any custom software  
3 development?

4 A I believe at any time --

5 Q Any time at all.

6 A Yes, okay. So not surrounding this  
7 document.

8 MR. KELLEY: Objection to form. Go ahead.

9 BY MR. ROTHMAN:

10 Q So when did that custom software  
11 development first begin that didn't have anything to do  
12 with this document?

13 MR. KELLEY: Objection to form.

14 THE WITNESS: Possibly 2017. Definitely  
15 into 2018.

16 BY MR. ROTHMAN:

17 Q But wouldn't that have preceded this  
18 agreement?

19 A Well, you asked any time and the answer is  
20 yes.

21 Q That's fine. I just want to clarify.

22 A Yes.

23 Q So describe to me the custom software  
24 development TEG did in 2017 to 2018.

25 A We spent a good amount of time working on

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1 the abilities to share remote video, to bring remote  
2 videos into the platform and share them amongst other  
3 users.

4 We spent a lot of time working on the  
5 development of how to interact with those videos.

6 We spent a good amount of time working on  
7 certain chat features in the platform. Those are what  
8 comes to mind right now.

9 Q Who was it at TEG that was involved in that  
10 development?

11 A There is a list of people that might not be  
12 here anymore. I think Kevin Mullican would be the one  
13 to provide those answers, the exact names.

14 Q Okay. All right. So you don't remember  
15 any of the other names besides Mr. Mullican?

16 A I did see some names on the list that you  
17 provided though before.

18 Q Let's go back and look at that then.

19 A Yes.

20 Q Okay. So let me know if you want me to  
21 scroll down.

22 A Let's see here. Obviously I mentioned  
23 Kevin Mullican. [REDACTED] might have been one of  
24 those.

25 Q Does he still work for the company?

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1 A No. Scroll down, please.

2 Q Sure. Sorry.

3 A That's all right. Possibly [REDACTED]  
4 [REDACTED].

5 Q Does [REDACTED] still work for the  
6 company?

7 A No, he does not. [REDACTED] would  
8 probably go on the list, a very integral part to the  
9 development.

10 Q Does [REDACTED] still work for the  
11 company?

12 A No. Is there more on there? I don't  
13 remember.

14 Q Sure.

15 A That's it.

16 Q While we are looking at this, so it has  
17 some other information here on the right about that my  
18 client was able to determine about agreements to the  
19 end user license agreement for the software which is  
20 recorded out electronically to my client.

21 Were you aware of the fact that my client  
22 is notified when an individual is using the software  
23 agreement to the end user license agreement for the  
24 software?

25 MR. KELLEY: Objection to form.

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1 THE WITNESS: No.

2 BY MR. ROTHMAN:

3 Q So besides the 2017 to 2018 period that you  
4 discussed, was there any other period of time when TEG  
5 engaged in custom software development?

6 MR. KELLEY: Objection to form.

7 THE WITNESS: Any other time?

8 BY MR. ROTHMAN:

9 Q Yes.

10 Has -- you know, we talked about how TEG  
11 has the source code on, you indicated on [REDACTED]  
[REDACTED] has TEG engaged in custom software  
13 development with respect to the software using the  
14 source code on [REDACTED]?

15 MR. KELLEY: Objection to form.

16 THE WITNESS: I might be having issues with  
17 the word custom I guess. Maybe you can rephrase  
18 it.

19 BY MR. ROTHMAN:

20 Q Let's get rid of the word custom.

21 Has anyone at TEG written software code  
22 using the repositories [REDACTED]?

23 MR. KELLEY: Objection to form.

24 THE WITNESS: I believe that the list that  
25 I provided earlier, those individuals using



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1                   these computers in Exhibit 30 are developing  
2                   software.

3           BY MR. ROTHMAN:

4                   Q     So they are writing new software code or  
5                   revising existing software code?

6                   A     I don't know what they are doing to  
7                   quantify it as revising or writing new, but I believe  
8                   they are developing.

9                   Q     For how long has that been going on, when  
10                  did it begin?

11                  MR. KELLEY:  Objection to form.

12                  THE WITNESS:  I don't know the date.  It  
13                  would have been some time middle of last year  
14                  maybe.

15           BY MR. ROTHMAN:

16                   Q     Okay.

17                   A     Or late last year.

18                   Q     Okay.  And why did TEG developers begin to  
19                  do that in the middle of last year?

20                   A     You would have to go back to the software  
21                  was not functioning as software that was sellable or it  
22                  didn't work.

23                   Q     Okay.

24                   A     So the software needed to be fixed.

25                   Q     Okay.  And can you give me the date or at

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1           least the month when TEG began doing that work to fix  
2           the software?

3                       MR. KELLEY:  Objection to form.

4                       THE WITNESS:  It was some time in August or  
5                       September of '23.

6           BY MR. ROTHMAN:

7                       Q     All right.  So -- and before August or  
8                       September of 2023, it's your testimony that the  
9                       software didn't work, that it needed to be fixed?

10                      A     The software needed to be fixed, yes.

11                      Q     Okay.  But you also said it didn't work.

12                      Is it your testimony that before that time  
13                      it didn't work?

14                      A     The software did not work in the manner it  
15                      should have worked.  It needed to be fixed.

16                      Q     Okay.  So prior to that August, September  
17                      2023 period, did TEG sell or license the software to  
18                      any DOD government customer?

19                      MR. KELLEY:  Objection to form.

20                      THE WITNESS:  I don't recall the exact date  
21                      of licensing.  I didn't prepare for that.

22                      However, in a window of time, probably eight  
23                      months before that, nobody was buying any  
24                      software because it didn't work, it didn't  
25                      function.

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1 BY MR. ROTHMAN:

2 Q Okay. You had indicated to me that there  
3 are [REDACTED] running the software right now,  
4 right?

5 A Approximate, yes.

6 Q Okay.

7 A I could be low. I could be high.

8 Q Okay. Were all of those [REDACTED]  
9 new sales or licenses since August to September of  
10 2023?

11 MR. KELLEY: Objection to form.

12 THE WITNESS: [REDACTED] just to kind of  
13 throw that number out there is not indicative of  
14 [REDACTED] licenses that were sold. That's the --  
15 the answer to that question was how many servers  
16 are out there, not how many servers were paid  
17 for to be out there.

18 There are customers that have done good  
19 hygiene with their server stacks and they have  
20 fail over and they have different environments  
21 that exist within the same license.

22 BY MR. ROTHMAN:

23 Q Okay. I am not sure I understood the  
24 answer to the question.

25 The question was focused on whether any of

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1           these customers, right, first received were installed  
2           with, were operating, were using the software prior to  
3           August to September of 2023?

4                       MR. KELLEY:   Objection to form.

5                       THE WITNESS:   Yes, there is customers that  
6                       had software or licensing prior to August, but  
7                       as I alluded to, is there is a window of time  
8                       prior to August that possibly a year earlier,  
9                       maybe nine months, somewhere in there, that the  
10                      software wasn't working, it was not functioning  
11                      properly, which in a sense caused it to be a dry  
12                      spell where we weren't selling anything, nothing  
13                      was getting sold.

14           BY MR. ROTHMAN:

15                      Q     Okay.  I thought I understood your  
16                      testimony to be that the software was unsellable and  
17                      that you needed to do development on the software  
18                      beginning in the August to September 2023 period.  But  
19                      now you seem to be saying that no, it went back a year  
20                      earlier, that it was a year before August to September  
21                      2023 when it was unsellable.  So I am confused by your  
22                      answer.  I am just trying to understand.

23                      A     Sure.  I understand.

24                      Q     What is it that you testified to?

25                      MR. KELLEY:   Object to the form.

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1 THE WITNESS: It was a long period in which  
2 the software was not functional.

3 BY MR. ROTHMAN:

4 Q Okay.

5 A And in that long period of time, the  
6 customer is -- the customer is waning from purchasing.  
7 It's falling off of their radar of something that they  
8 want to purchase. And that built up over time until  
9 around August, August, September-ish.

10 Q Okay. Okay. Well, when did the software  
11 become sellable?

12 A Again?

13 Q So wait a second. Are you saying it was  
14 sellable at one point in the past?

15 A It was sellable, yep.

16 Q When was it sellable in the past?

17 A We came out of that August 2020 event and  
18 there was a trajectory of it being sellable. There was  
19 still a lot of work we needed to do. And then around  
20 November of '21, again, dates are, I didn't prepare for  
21 this explanation in detail.

22 But generally speaking, around November of  
23 '21 to February of '22, the issues began to pile up.  
24 Those issues affected the customers, you know, position  
25 on whether this was a capability that they wanted to

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1 pursue. I mean, customers as an enterprise, the [REDACTED]  
2 enterprise.

3 Q Okay.

4 A So we began a downward spiral of trying to  
5 maintain the software to perform and it wasn't  
6 performing because of errors in the software.

7 Q Okay. When you said we began a downward  
8 spiral to maintain the software to perform, who is the  
9 we?

10 A TEG and Max.

11 Q Okay. So when did that downward spiral hit  
12 the bottom and then begin the process of being sellable  
13 again?

14 MR. KELLEY: Objection to form.

15 THE WITNESS: I am trying to recall the  
16 dates. Sellable again probably early '24.

17 BY MR. ROTHMAN:

18 Q So what changed between August to September  
19 of 2023 or some earlier date and early 2024 that made  
20 the software sellable again?

21 MR. KELLEY: Objection to form.

22 THE WITNESS: There was a list of key  
23 attributes in the software that weren't working  
24 and those got fixed.

25 BY MR. ROTHMAN:

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1 Q How did they get fixed?

2 A Software development.

3 Q By whom?

4 A Some of it simple. Some of it took a  
5 little bit of time. Most likely the same names on this  
6 list. I would probably add -- sorry.

7 Q Go ahead. You were going to add what?

8 A I would probably add one more which would  
9 be [REDACTED], but he doesn't work here anymore.

10 Q What was his position at TEG?

11 A I believe it was product manager. But  
12 generally speaking, he was paid as a software  
13 developer. He performed product management duties.

14 Q Okay. And what is it that these  
15 individuals did to fix?

16 MR. KELLEY: Objection to form.

17 THE WITNESS: I don't know the actual code  
18 that they wrote. But generally they attacked  
19 the issues that we were having, right, and those  
20 issues were known. They were known to the Max  
21 team. They were known to the TEG team. They  
22 were known to the customer. So my belief is  
23 that they attacked the simple things that could  
24 be fixed now and then address the larger issues  
25 as we continued to get healthier.

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1 BY MR. ROTHMAN:

2 Q Were they doing software development on the  
3 source code?

4 MR. KELLEY: Objection to form.

5 THE WITNESS: Yes. But there was a lot of  
6 time spent attempting to get Max on board  
7 working towards fixing these things, and there  
8 was a time in which the fixes were not getting  
9 done and there was no work being performed by  
10 Max.

11 So there was a time in which we fixed it  
12 ourself. I don't know the exact date on that.  
13 Like I said, it could have likely been over a  
14 period of time ending in somewhere early 2024.

15 BY MR. ROTHMAN:

16 Q Okay. Is Max currently doing any work on  
17 the source code -- I am sorry. Not Max.

18 Is TEG currently as it sits here today  
19 doing any work on the source code, has it done any work  
20 on the source code since this case was filed?

21 A In the context of previously stated by  
22 myself like fixing things?

23 Q No. I really want to know if any  
24 development through the source code has been done by  
25 anyone at Max -- I am sorry. At TEG since this case?



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1 A Yes.

2 Q That would be by the six people that you  
3 mentioned earlier?

4 A Yes.

5 Q Okay.

6 A Well, three maybe, yes. Definitely three.

7 Q Okay. So going back to the joint venture  
8 agreement here. I don't see anything in this  
9 intellectual property provision that permits TEG to do  
10 development on Max's source code. Do you?

11 MR. KELLEY: Objection to form.

12 THE WITNESS: I see the paragraph below, it  
13 says demo product/licenses. It says one  
14 instance will be used for testing and  
15 development and one will be used for  
16 demonstrations.

17 BY MR. ROTHMAN:

18 Q Okay. But do you understand that referring  
19 to source code as opposed to, you know, running  
20 software executable object code?

21 MR. KELLEY: Objection to form.

22 THE WITNESS: In my limited experience of  
23 development, I don't think that you can develop  
24 software. By your definitions in Exhibit 1 --  
25 yes. I think that development can only be done

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1 on software and source code.

2 BY MR. ROTHMAN:

3 Q Right. Okay.

4 So is there some basis in an agreement or  
5 in a document somewhere that TEG is relying upon in  
6 this case or in the other case that would allow TEG to  
7 do the software development that you just described  
8 that occurred in the period of time after August to  
9 December of 2023 through early 2024 and to the present?

10 MR. KELLEY: Objection to form.

11 THE WITNESS: I am just reading the words  
12 in front of me, I would say that paragraph that  
13 I just read is one of those stipulations that  
14 allowed and provision for TEG to do that.

15 BY MR. ROTHMAN:

16 Q The demo product/licenses section?

17 A Yep.

18 Q Okay. So you believe that this -- this  
19 section would permit TEG to do development on the  
20 source code?

21 A That's what it says.

22 Q Okay.

23 A I would cite that as one example. I would  
24 offer that as one just to answer your question.

25 Q We are entitled to know in one of the

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1 issues, matters for examination is -- relates --  
2 several of them relate to TEG's positions in opposition  
3 to the motion for preliminary injunction.

4 So other than the demo product licenses  
5 section, what other provision of taking the JVA here,  
6 what other provision does TEG rely upon? And I will  
7 represent to you that the version that you have in  
8 paper there is the same as the version that we are  
9 looking at on the screen, even though the one you have  
10 on paper was unsigned and this one was signed by my  
11 client. So if you wanted to look in more detail at it,  
12 you certainly can.

13 A Sure. I appreciate that.

14 Like I said, I would offer that paragraph  
15 as one example or one provision.

16 Q Right. What others? I just want to know  
17 all of them so we are very clear on the record.

18 A I would also offer the fact that the  
19 beginning of the document -- which exhibit is that?  
20 11?

21 Q Yes.

22 A So the agreement number two was not being  
23 done. It was not -- it was not being provided for us.

24 Q Max will develop an engineer capability to  
25 support the customer needs?

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1           A     Correct. Period. That was not being  
2           fulfilled. So if we didn't do that, we wouldn't exist  
3           as a company.

4                     As I alluded to in my previous statement is  
5           if we didn't do that, we had to save the ship, so to  
6           speak.

7           Q     Okay.

8           A     We were left within our hands a software  
9           that didn't function and was turning into a jalopy and  
10          we risked being thrown out of the government space and  
11          not being able to do business.

12          Q     Okay. And so you believe that item number  
13          two under agreement, immediately under agreement  
14          authorized TEG to use the source code in its possession  
15          for purposes of doing development on the software in  
16          the period from August to September of 2023 through the  
17          present?

18                     MR. KELLEY: Objection to form.

19                     THE WITNESS: Do I agree with that? Yes.

20          BY MR. ROTHMAN:

21          Q     Okay. Is there anything else that you rely  
22          on in terms of documents or anything else that  
23          permitted TEG to do what you described?

24          A     I mean, I again --

25                     MR. KELLEY: Objection to form. Now I will

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1 go on mute.

2 THE WITNESS: Sorry. I -- there is a  
3 subset of emails as well of us discussing this  
4 joint venture. In that discussion you can go  
5 all the way back to 2017 in which you have us  
6 working together collaboratively in the  
7 trenches, fingers on keyboard, the two visions  
8 of the future for this capability were  
9 contemplated as early as, you know, February of  
10 '17.

11 And in that 2017 time frame, you have a  
12 vision casting between, you know, what arguably  
13 smart people of listening to the requirement,  
14 understanding of what needs to be done and then  
15 launching and setting milestones and objectives  
16 into getting those done.

17 Fast forward to 2018, you now have two  
18 smart guys, Kevin and Brandon, discussing the  
19 future of the platform, whether it be Prism,  
20 because then 2017, at the time Brandon Fischer  
21 was a Prism employee meeting with us in Virginia  
22 and discussing those visions.

23 In 2018, they began to put meat on the  
24 bones and both entities were discussing the  
25 being able to maneuver in a market sense of the

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1 Prism capability and what TEG was doing with  
2 Prism and then what Brandon and Kevin were  
3 discussing in 2018. That became the foundation  
4 for the new capability.

5 So all along, it's this conversation of the  
6 two parties interacting together to develop  
7 something together, which fast forward to 2020,  
8 we signed the joint venture with the hopes and  
9 aspirations of coauthoring, co-designing,  
10 co-owning a capability.

11 And again, I referenced that stack of  
12 emails, that subset of emails and those subset  
13 of emails contemplate or intimate, sorry,  
14 intimate the joint venture growing and evolving  
15 into a holdings company. So inside the holdings  
16 company was contemplated that that's where the  
17 source code would go, co-owned, coauthored by  
18 both companies.

19 Prior to this being signed, that same  
20 subset of emails, that subset put together would  
21 be what I would offer to you as in these emails,  
22 or this conversation right here would be a good  
23 representation of how TEG and Max believed that  
24 we were co-developing something based on the  
25 joint venture agreement which eventually got

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1 signed. So I would say that there is a handful  
2 of good exchanges that represent the workup to  
3 this joint venture.

4 BY MR. ROTHMAN:

5 Q Okay. I understood you to say that the  
6 joint venture was evolving and that there would be a  
7 holding company created, and that holding company would  
8 own the software and develop the software in the  
9 future; is that right?

10 MR. KELLEY: Objection to form.

11 THE WITNESS: I don't know that we  
12 provisioned in the holding company discussion.  
13 I don't know that we provisioned that that  
14 company would develop.

15 BY MR. ROTHMAN:

16 Q Oh, okay. But --

17 A Sorry. Go ahead.

18 Q No, no, no, I am just trying to understand.  
19 Was there ever any other agreement signed with respect  
20 to that concept of a holding company?

21 A Agreements, no, other than oral and kind of  
22 written in emails of the takeaways from these meetings  
23 that we had. We had people taking notes. Those notes  
24 were memorialized and put into emails as recaps. So,  
25 you know, you can -- in a sense take the recap notes

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1 and you could, one could read that and understand that  
2 the two companies we are talking about doing this  
3 thing, this holding company's thing. And then our  
4 discussions about what the holdings company would do  
5 are also memorialized in some of those recap notes.

6 To answer your question, I don't think that  
7 the holdings company was provisioned or envisioned to  
8 be a development arm.

9 Q But it was going to own the source code?

10 A Right. Between Brandon and I were to be  
11 the owners of that holdings company, and then the  
12 source code that was coauthored was to be entitled back  
13 to the two companies, possibly as late as December of  
14 '22, we had discussions about merging the two  
15 companies.

16 Q But my client never signed any documents  
17 transferring or signing any software to any holdings  
18 company, right?

19 A The only thing I could offer -- correct. I  
20 don't believe any documents were signed.

21 But the only thing I could offer to you was  
22 that there were oral agreements and written agreements  
23 and emails that discussed the concepts and what we  
24 intended to do.

25 Q Was there any emails that memorialized this



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1 is the agreement we have reached or was it just emails  
2 discussing the concept?

3 A There are versions of documents that were  
4 produced to them.

5 Q But there were never any documents signed,  
6 correct?

7 A Correct.

8 Q There were never any final agreements  
9 reached, correct?

10 A Just the oral agreements and the written  
11 notes of the meetings in which we agreed to do it. We  
12 agreed to create these entities.

13 Q Are you saying that my client agreed orally  
14 with TEG, my client agreed --

15 A Yes.

16 Q -- my client agreed that my client would  
17 assign the source code to this new entity?

18 A I do believe that was said, yes.

19 Q Okay.

20 A Said and agreed upon. And I furthermore  
21 believe that a lot of those concepts were initiated by  
22 him.

23 Q Okay. And was this new entity ever formed?

24 A Just in those preliminary draft documents.  
25 I don't think like a name was given yet.

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1 Q Okay. But no one ever went to the state,  
2 secretary of state or division of corporations anywhere  
3 and formed an entity?

4 A Correct.

5 Q Okay. Was there anything else in the joint  
6 venture agreement before I turn away from it that TEG  
7 intends to rely upon?

8 MR. KELLEY: Objection to form.

9 BY MR. ROTHMAN:

10 Q I am sorry.

11 A I said remind me of the question again.

12 Q What does TEG intend to rely on to  
13 demonstrate that it was entitled to do this development  
14 on the source code beginning August to September of  
15 2023 and continue to the present?

16 A More context in there. The agreement has  
17 three main areas, you know, federally focus source  
18 code, Haptic Federal. Again, it's great that we have  
19 source code, but when the source code is compiled and  
20 sent to us in a software that's supposed to be  
21 installed and it doesn't work, we are in a conundrum.  
22 And after so many months of that being the case, we are  
23 left with a jalopy of sorts, like the software doesn't  
24 function correctly.

25 Q So do I understand it correctly that TEG

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1 just got fed up and then began to do its own  
2 development on the source code?

3 A Again, I am not a technical guy so I don't  
4 know the extent of development. But I can tell you  
5 that from an operations perspective in bullet number  
6 three, considering, Max concentrates on the development  
7 and engineering of its platform. Considering to me  
8 means that that must happen and it didn't happen. So  
9 all of those --

10 Q I am sorry, Mr. Clare. But you are the CEO  
11 of the company. Did you direct someone at TEG because  
12 you're not a software developer, did there come a time  
13 that you directed someone at TEG to begin developing on  
14 this source code in order so you could fix it?

15 A No. I don't speak to my people in that  
16 manner. Like I take advice, but as a company trying to  
17 survive as an entity, we have a roundtable and there is  
18 smart people at the roundtable and the interactions are  
19 what are we going to do.

20 Q In one of these roundtable discussions, was  
21 there a conversation in which someone at TEG said we  
22 should start developing on this source code?

23 A I don't think it happened like that.

24 Q Okay. So how did it happen?

25 A I think the discussions were around trying

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1 to hold Max to their job and then I believe that those  
2 discussions broke down. Max was not concentrating on  
3 the development and the engineering, and there are  
4 certain little steps that took place to get that to  
5 happen on the Max side, encouragement to do their job,  
6 positive, negative reinforcement of hey, man, you are  
7 not delivering. And then it morphed into the need to  
8 fix it for them, like if you are not going to fix it,  
9 then we will.

10 Q I understand.

11 A I think that's how the roundtable  
12 discussion happened and I don't think there was a day  
13 where we said let's do this. I think it just kind of  
14 gradually flowed into that logical progression of if we  
15 don't, what are we left with.

16 Q So who was the person that made the  
17 decision to do that development?

18 A Again, there is not a person that made the  
19 decision. I guess at the end of the day, yes, I am the  
20 CEO and I am responsible for that decision being made.

21 But I will also add that we don't run our  
22 company like that. There is not a person at the top  
23 that is pointing down to the people do this, do that.  
24 Everybody gets a vote and the company discusses as a  
25 whole.

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1 I would add, and pointing to this  
2 agreement, the three main sections, all the while  
3 \*Alayo is being upgraded and updated with the fixes  
4 that we are asking for. So you are watching this  
5 commercial product that was rebranded from Haptic to  
6 \*Alayo and the release notes from that software or that  
7 source code, the fixes that we were asking to be fixed  
8 were being fixed over there but not being fixed on the  
9 platform that is articulated in this joint venture  
10 agreement.

11 So from our perspective -- from our  
12 perspective from a joint, the letter of the law here  
13 and the joint venture the way we saw it and the  
14 language that we wrote and signed into the joint  
15 venture agreement, we believe that from a development  
16 perspective, we are co-owners. We are coauthors of it.  
17 Our fingers on the keyboard are an extension of Max  
18 Minds' fingers because we are paying them to develop  
19 and they are not getting it done. And I will go back  
20 to the word considering, considering that they are  
21 doing their work, we don't have a problem.

22 Well, they weren't doing their work. They  
23 weren't getting it done and the impact to the business  
24 was felt.

25 Q Okay. So I am going to turn away from the

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1 JVA for a second.

2 MR. KELLEY: Joel, hold on for a second.  
3 Feel free to ask your next question but at some  
4 point if we could if I could get a time check  
5 from the court reporter and take a break if  
6 that's okay with you.

7 MR. ROTHMAN: That's fine. I have been  
8 asking Cam to keep time. Why don't we take a  
9 break at this point, when you come back in five  
10 or ten minutes, we will reconvey on the time?

11 MR. KELLEY: We have an event going on here  
12 so the bathroom line may be long.

13 MR. ROTHMAN: If you need more than that,  
14 take your time.

15 MR. KELLEY: Hopefully ten will be fine.  
16 Thanks.

17 (Off the record at 12:35.)

18 (Back on the record at 12:50.)

19 BY MR. ROTHMAN:

20 Q So Mr. Clare, when we were talking earlier  
21 about demonstrations, if I instead use the term  
22 exercises, would your answer have been different  
23 instead of demonstrations if we were asking about in  
24 the matters for examination if we were asking about  
25 TEG's participation in exercises?

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1           A     It wouldn't change my answer. Simulation,  
2     exercises, it's the same thing.

3           Q     For terms of payments since the case was  
4     filed, you haven't received any payments for exercises  
5     since the case was filed?

6           A     No.

7           Q     No. All right. The -- you had mentioned  
8     the [REDACTED] in your  
9     answers about sales or licenses since the case was  
10    filed.

11                   Was there any representations or statements  
12    made by TEG to the [REDACTED] or these particular  
13    organizations within the [REDACTED] disclosing Max's role in  
14    developing the source code for this software that was  
15    licensed or sold to first army or first army provision?

16           MR. KELLEY: Object to the form.

17           THE WITNESS: I believe there would have  
18    been representations, yes.

19    BY MR. ROTHMAN:

20           Q     Were those representations that my client  
21    had developed the software, or were there  
22    representations that were something different?

23           A     I believe the representations would have  
24    been in the line of declaring that TEG and Max were  
25    partners.

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1 Q Where would one go to look for that  
2 information or those statements?

3 MR. KELLEY: Objection to form.

4 THE WITNESS: I guess maybe emails.

5 BY MR. ROTHMAN:

6 Q Okay. So emails from TEG to  
7 representatives of the [REDACTED]

8 [REDACTED] have those statements?

9 MR. KELLEY: Objection to form.

10 THE WITNESS: No. I was not referring to  
11 those.

12 BY MR. ROTHMAN:

13 Q So what emails then?

14 A Emails back and forth between us and Max,  
15 TEG and Max of building proposals together or documents  
16 that we are sending to the government. And then once  
17 payments were completed, they were sent to the customer  
18 that requested the information.

19 Q Do me a favor, pull out Exhibit 32 which  
20 was that big stack. If you can turn for me, it's  
21 almost at the end of the stack, and they are not in any  
22 order such that you could find what I am going to ask  
23 you to look for other than it's page 107 of 128 pages.  
24 And for these purposes, I think I need to ask my client  
25 to leave because the document I am going to ask you



about is marked highly confidential.

Mr. Fischer, I am going to use the rest of this deposition. And he is just gone.

BY MR. ROTHMAN:

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[REDACTED]

[REDACTED]

CONFIDENTIAL ATTORNEYS EYES ONLY

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Q Okay. Now, is there anything with respect to this specific delivery and the confirmation that it permitted TEG to be paid, is there anything specifically where TEG disclosed to the government that what the government was paying for was software that was at least not 100 percent produced by TEG, that is that my client Max had been a developer ER of this software?

MR. KELLEY: Objection to form.

THE WITNESS: I don't really understand the question. Maybe rephrase it. Are you saying that we should have put that information in this email?

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1 BY MR. ROTHMAN:

2 Q No. I don't know what you should or  
3 shouldn't have done. But what I want to know is, did  
4 anyone tell, you know, [REDACTED]

5 [REDACTED] and that you are  
6 approving the delivery of, is not a hundred percent  
7 developed by us, TEG?

8 A I don't believe that -- this is the format  
9 to do that. Like the people on this email would have  
10 no understanding of what that or why it would be in  
11 there.

12 Q Is there a recognized format for doing it?

13 A One such example is what I've given an  
14 example of previously, which is the document that,  
15 there was a request for information from the  
16 government, we worked collaboratively with Max to  
17 produce it. And in that document, which is called a  
18 RFI, we present it to the government the partnership of  
19 Max Minds and TEG.

20 Q Okay. [REDACTED]

21 [REDACTED]  
22 A I am not aware. I don't know.

23 Q Okay. If you can turn back to the  
24 beginning, it's about 27 pages in. The document that I  
25 want you to look at is right after TEG 28623 and it's

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1 actually oriented landscape instead of portrait. [REDACTED]

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED].

8 A About ten pages in or so?

9 Q It's about 25 pages in. All right. It  
10 sort of has a chart on it that says line number, cart  
11 number, description, do you see that?

12 A Sure. Yes.

13 Q So what is that document, what is that  
14 called?

15 A [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

[illegible]

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23

BY MR. ROTHMAN:

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Q Okay.

25

A Again --

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1           Q     Have your insurance providers that you have  
2     now, have they been put on notice?

3           A     Yes.

4           Q     Do you know off the top of your head who  
5     those are because we don't and there was no disclosure  
6     in the other case of those insurance companies?

7           MR. KELLEY:   Objection to form.

8           THE WITNESS:   What is the question again?  
9     What are you looking for?

10          BY MR. ROTHMAN:

11          Q     Do you know who the insurance providers  
12     are, current insurance providers whether they have been  
13     put on notice?

14          A     Yes.   Our current provider has been put on  
15     notice, yes.   I don't know if it's the same as this  
16     name here.   This document appears to be dated.

17          Q     Right.   And do you know what the response  
18     of those insurance providers are about?

19          MR. KELLEY:   Objection to form.

20          THE WITNESS:   No.

21          BY MR. ROTHMAN:

22          Q     No, you don't know?

23          A     No.

24          Q     Okay.   So let me -- going back to my  
25     questions earlier about TEG's work on the software.   If



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1           you can -- if I can go back to that for a moment.

2                       Is TEG in possession, and I am not asking  
3           you to disclose the contents of it right now. But is  
4           TEG in possession of any legal opinion that indicates  
5           one way or the other whether it's acceptable or not,  
6           legal or not? Is it in possession of a legal opinion  
7           concerning the development work that TEG did on the  
8           source code after August to September of 2023 through  
9           present?

10                   MR. KELLEY: I am going to object to that,  
11           Joel. First of all, I don't think that that's  
12           one of the categories that was listed. And  
13           second of all, I think the existence and  
14           nonexistence and certainly the substance is  
15           attorney-client privilege.

16                   MR. ROTHMAN: Well, you are echoing because  
17           somebody needs to mute themselves or something.  
18           But whether or not TEG intends to raise some  
19           sort of legal justification for doing the  
20           development work, for doing what it's claiming  
21           is always -- not always. Let me rephrase that.

22                   Whether or not it intends to raise, you  
23           know, that it received the legal opinion that  
24           would permit it to do what it did or at least  
25           that it had, there was some legal authority by

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1 way of legal opinion, is relevant to its defense  
2 to the motion for injunction.

3 My question isn't invading the  
4 attorney-client privilege because all I am  
5 asking is does TEG have such an opinion. So  
6 whether or not TEG is in possession of such an  
7 opinion is not invasive of what the opinion was  
8 or any of the details of the context of it.

9 MR. KELLEY: I am not sure I agree with  
10 that, Joel.

11 MR. ROTHMAN: You may not. We have agreed  
12 on very little, Rich. But the question still is  
13 is TEG in possession of a legal opinion? You  
14 know, this comes up all the time in IP cases,  
15 including very often in IP cases where there is  
16 an issue of validity and the defendant is  
17 relying on a legal opinion. So it's something,  
18 I generally ask and it's something we are  
19 entitled to. And if TEG doesn't have it, I am  
20 entitled to the answer is no. If TEG does have  
21 it, the answer is yes. If the answer is yes,  
22 then we need to deal with that, probably won't  
23 deal with it today.

24 MR. KELLEY: Again, maybe we will have to  
25 deal with this separately because I don't think

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1           this is necessarily part of the defense as much  
2           as it is part of the request regarding intent or  
3           maybe willful infringement. But I don't, again,  
4           I don't think it's set forth in the categories.  
5           And given the attorney-client privilege nature  
6           of any communication, whether it existed or not  
7           even I think is something we have to discuss.

8                     MR. ROTHMAN: Okay. So do I understand  
9           that you are instructing the witness not to  
10          answer?

11                    MR. KELLEY: On the basis of  
12          attorney-client privilege, yes, I am instructing  
13          the witness not to answer.

14          BY MR. ROTHMAN:

15                    Q     Okay. So -- I am almost done here. All  
16          right, Mr. Clare, I am going to refer you to on my  
17          screen to a document that I marked as Exhibit 35. This  
18          is actually a document that's already been produced in  
19          a case by Max. It's Bates number is 326. And the  
20          title of the document is Evidence/Property Custody  
21          document. Do you see that?

22                    A     Yes.

23                    (Whereupon, the above referred-to document  
24                    was marked as Plaintiff's Exhibit 35.)

25          BY MR. ROTHMAN:

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1 Q Okay. So this is -- have you seen  
2 documents like this before, Mr. Clare?

3 A Yes.

4 Q Okay. My understanding is that this is a  
5 chain of custody document that is signed -- that these  
6 were signed by my client and TEG when source code was  
7 given to TEG during the course of the parties'  
8 relationship, is that your understanding, too?

9 A Yes.

10 Q Okay. And you know this refers to the date  
11 obtained is August 18, 2023. Do you see that?

12 A I see it.

13 Q If we go to the bottom, we see it's got a  
14 signature of Jennifer Ryan from my client and Mike  
15 Bowers from TEG released by received by, do you see  
16 that?

17 A I see.

18 Q Now, the purpose is indicated as being at  
19 the top source code scanning, right. Do you see that?

20 A I see it.

21 Q My understanding of source code scanning,  
22 that the source code was given to TEG in order so that  
23 vulnerabilities could be scanned using software to  
24 detect those vulnerabilities and those vulnerabilities  
25 could be remediated; is that your understanding?

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1           A     There is much more to that, but yes, that's  
2           generally what it does.

3           Q     Okay. And the purpose on the bottom at  
4           8/18/2023 is Max Minds sends item number one to TEG to  
5           scan the Haptic Federal source code. Do you see that?

6           A     I see it.

7           Q     Now, we don't have any other later dated,  
8           that is Max does not have any other, we have asked and  
9           they searched their records. They don't have any other  
10          later dated chain of custody documents.

11          Are you aware of any more recently dated  
12          chain of custody documents besides this one dated  
13          August 18, 2023?

14          A     I am not aware of any.

15          Q     Okay. Do you know if TEG ever received  
16          software for purposes of having it scanned to determine  
17          if it had the vulnerabilities and then retained the  
18          source code for some reason in order, for example, to  
19          do development on?

20          MR. KELLEY: Objection to form.

21          THE WITNESS: Possibly. I mean, it would  
22          not be out of practice for us to do that. I  
23          mean, the answer is yes, but I have to explain  
24          further. There would be no -- there would be no  
25          boundary for our folks to do that considering,

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1           again, the nature of the joint venture agreement  
2           to co-develop. Both parties completely were  
3           interactive and collaborative in remediating  
4           these scan vulnerabilities. It can't be done by  
5           one person, especially an entity like Max. TEG  
6           would have had to participate in that  
7           remediation.

8           BY MR. ROTHMAN:

9           Q     Okay. Thank you. Can you please go back  
10          to that stack of documents marked Exhibit 32, and,  
11          again, turn almost all the way to the end. You are  
12          looking for -- I will share my screen with you. I am  
13          looking for a document with the Bates number 1656 in  
14          the low right-hand corner. [REDACTED]

15          [REDACTED]  
16          A     Okay. I am here.

17          Q     Okay. The -- okay.

18                The date on this is May 10, 2024, which is  
19          just after this case was filed. You are aware of the  
20          fact that there is an allegation in this case that  
21          there was source code posted on a public facing website  
22          server that exposed -- excuse me. Let me rephrase  
23          that. Withdrawn. You are aware of the fact that there  
24          is an allegation in this case that there was a website  
25          that was public facing, and that it would be possible

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1 for someone with knowledge to view the source code  
2 underlying that website and thereby get access to that  
3 source code. You are familiar with that allegation,  
4 right?

5 MR. KELLEY: Objection to form.

6 THE WITNESS: Yes.

7 BY MR. ROTHMAN:

8 Q [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] this is about, this email?

13 MR. KELLEY: Objection to form.

14 THE WITNESS: Let me take a second to read  
15 it.

16 BY MR. ROTHMAN:

17 Q [REDACTED]

22 A I do.

23 Q [REDACTED]

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Q I [REDACTED]



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MR. KELLEY: Objection to form.

THE WITNESS:

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BY MR. ROTHMAN:

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BY MR. ROTHMAN:

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6 A More like a reseller.

8	A	Yes.
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**[REDACTED]**

20                   A     I don't think so. That doesn't ring a  
21           bell.

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**[REDACTED]**

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1 Q So we could just go online and look up --  
2 what am I going to look up exactly to find out?

3 A [REDACTED]  
4 [REDACTED].

5 Q Okay. And when we look those up, we will  
6 be able to see the resellers there and those are all --  
7 were those companies that TEG has agreements with to  
8 resell the software?

9 A I don't know that we have agreements with  
10 all of them. It's dependent on that particular company  
11 whether they require an agreement or not.

12 Q Okay. Do you know which companies have  
13 required an agreement so that TEG assigned one?

14 A No.

15 Q You don't?

16 A I don't remember.

17 Q So [REDACTED]  
[REDACTED]  
[REDACTED] [REDACTED]  
[REDACTED] [REDACTED]  
[REDACTED] [REDACTED]  
[REDACTED] [REDACTED]  
[REDACTED] [REDACTED]  
[REDACTED] [REDACTED]  
[REDACTED] [REDACTED]  
[REDACTED] [REDACTED]?

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CONFIDENTIAL ATTORNEYS EYES ONLY

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All right. Okay. Well, I have no further questions. Thank you for your time today, Mr. Clare.

Thank you.

MR. ROTHMAN: Is he going to read?

MR. KELLEY: Well, I've still got 30 minutes.

MR. ROTHMAN: Oh.

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1 MR. KELLEY: Per the agreement.

2 MR. ROTHMAN: You are going to ask him  
3 questions?

4 MR. KELLEY: Pardon me.

5 MR. ROTHMAN: You are asking him questions?

6 MR. KELLEY: Yes.

7 MR. ROTHMAN: Oh, okay.

8 MR. KELLEY: If you can just give me a  
9 moment to confer with my other counsel and make  
10 sure I have.

11 MR. ROTHMAN: Yes, sure. Okay. You can go  
12 ahead and ask him questions. I figured with  
13 your own witness you were going to -- if there  
14 is something that needs to be disputed, it's in  
15 the declaration. That's fine.

16 MR. KELLEY: I understand the process. Let  
17 me check with my colleagues.

18 MR. ROTHMAN: That's fine.

19 MR. KELLEY: Let's take ten minutes.

20 (Off the record at 1:40.)

21 (Back on the record at 1:49.)

22 CROSS-EXAMINATION

23 BY MR. KELLEY:

24 Q All right. I just have a couple of  
25 questions for Mr. Clare.



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1 Mr. Clare, at one point during the  
2 deposition, Mr. Rothman was asking you about a version  
3 of software that Max allegedly delivered to TEG before  
4 the joint venture was signed. Can you elaborate on  
5 what that software was and what the circumstances were?

6 A So as I stated in my comments, not to go  
7 back to 2017 and '18 again. But all of that work that  
8 was done with Prism and then in 2018 with Brandon and  
9 Kevin going into the middle of 2019, we had our final  
10 stretch meeting in Suffolk, Virginia at the government  
11 lab in which we were able to show Brandon our, you  
12 know, the capabilities that were the latest and  
13 greatest of how we had integrated C form map into  
14 Prism. Some of those key attributes that I mentioned  
15 from our development work.

16 We were able to look at what Brandon had  
17 come up with based on what Kevin and him discussed that  
18 was needed. There was a lot of similarities to Prism  
19 which we asked to be removed or renamed or  
20 reconfigured. And then we gave a bunch of feedback  
21 from that meeting to Brandon. And that's when we began  
22 to get access to the functions of his application which  
23 was known as Haptic.

24 And the circumstances you are referencing  
25 are, we sent him a server, a micro server and he put

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1 the software on that server and sent it back to us so  
2 we could continue to tinker with it and test it out.  
3 It was listed as beta. It barely functioned at all,  
4 but it was a good start.

5 And then that was -- we were able to frame  
6 the conversation further to the final mile by November  
7 which the new capability as articulated in the joint  
8 venture agreement.

9 Q November of what year?

10 A November of 19. November of 19. Between  
11 July and November of '19, we sent him away to continue  
12 to build the capability with Kevin Mullican's guidance  
13 of what to build.

14 So all, and I was alluding to in my  
15 comments to Joel is the subset of emails that all talk  
16 about what capability we were after, how to develop it,  
17 the introduction of this web application was not  
18 something that Brandon was familiar with. All of his  
19 previous work was hardware based and he relied on Kevin  
20 Mullican to guide him through that web application  
21 construction, which became the new thing that the joint  
22 venture articulated which is Haptic Federal.

23 And I recall going back to November, which  
24 he was installing this capability into Peraton. That  
25 capability was not the same as what we agreed upon in

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1 the joint venture. They didn't function the same. It  
2 was not a client install. It didn't run on a PC. It  
3 was completely web based and that's what we looked at  
4 as Haptic Federal.

5 So now you have, again, in that same subset  
6 the conversation that works up to the joint venture.  
7 So you have us, TEG, Max working together with Brandon  
8 and Kevin to create and design the platform and now  
9 it's ready to go into the joint venture as the thing  
10 that we are going to, you know, put into a holdings  
11 company and, you know, further co-develop together.

12 So now joint venture is signed in January  
13 and for the first three to four months, it's still in  
14 beta form, right. There is no -- it's not a  
15 functioning platform. It's not sellable.

16 Q So if you could go to Max's Exhibit Number  
17 24. When you get there, please take a look at that  
18 exhibit and let me know if you recognize it.

19 A Okay. Yes.

20 Q Are you familiar with this document?

21 A Yes.

22 Q If you turn to, what is the document?

23 A It's our -- it's my declaration.

24 Q Okay. If you turn to the last page, can  
25 you tell me what the date is and who signed this

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1 document?

2 A October 8th, 2024 and I signed it.

3 Q You signed as the chief executive officer  
4 of TEG?

5 A That's correct.

6 Q Okay. And does this document reflect the  
7 ongoing development, co-defendant, coauthor of the  
8 software question?

9 MR. ROTHMAN: Objection to form.

10 THE WITNESS: Yes. This is obviously our  
11 declaration and it's -- it encapsulates the time  
12 frames of us working together and the outcome is  
13 Haptic Federal. There is no other way to look  
14 at it from my standpoint. There is a lot more  
15 detail to put into this of all the testing and  
16 the design and the story boards.

17 I mean, we sent to him handfults of story  
18 boards and videos and clickology, click here,  
19 click there, it has got to do this, it has got  
20 to do this. We are selling him pseudo code,  
21 make it do this in this library or this  
22 function, make it work like this.

23 BY MR. KELLEY:

24 Q Would Max have been able to develop those  
25 capabilities without this input from you?

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1 MR. ROTHMAN: Objection, form.

2 THE WITNESS: Highly unlikely. The pathway  
3 that he was on was very much Prism focused, and  
4 that's indicative of the January 2019 meeting  
5 that we had with him and joint staff. And it's  
6 indicative of what he sold to Peraton. He was  
7 selling them a version of Synthesis and Haptic  
8 Federal is nowhere near that.

9 MR. KELLEY: I have no further questions.

10 REDIRECT EXAMINATION

11 BY MR. ROTHMAN:

12 Q [REDACTED]  
[REDACTED]  
[REDACTED]

15 MR. KELLEY: Mr. Rothman, this is an AEO  
16 document and your client is on. I don't suppose  
17 he has access to this document.

18 MR. ROTHMAN: No. No, he doesn't. Why  
19 don't you leave Brandon so I can do my  
20 cross-examination, please. All right. He is  
21 gone.

22 (Whereupon, Brandon Fischer left the Zoom.)

23 BY MR. ROTHMAN:

24 Q [REDACTED]  
[REDACTED]

A I do.

Q [REDACTED] [REDACTED]

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[REDACTED]

[illegible]

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1                   that. I didn't say -- I didn't accuse anybody  
2                   of anything.

3                   Your question was did I contradict Jeff and  
4                   my response is no.

5 BY MR. ROTHMAN:

6                   Q     Okay. I am asking a different question.  
7                   Haven't you accused my client of copying  
8                   source code from Prism?

9                   MR. KELLEY: Objection to form.

10                  THE WITNESS: I don't believe I did. But I  
11                  mean, it's -- I am just reading the document.

12 BY MR. ROTHMAN:

13                  Q     Would you look at Exhibit 20. I thought I  
14                  understood your testimony a moment ago on Mr. Kelley's  
15                  questions had something to do with some connection  
16                  between Prism and Haptic. So if you can look at  
17                  Exhibit 20.

18                  A     Hold on.

19                  MR. ROTHMAN: Can I ask my client to come  
20                  back for this? We are looking at a document  
21                  that is certainly not part of the AEO.

22                  MR. KELLEY: That is fine. We are well  
23                  over time so if you can wrap it up.

24                  MR. ROTHMAN: You were the one who wanted  
25                  to do the redirect.

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1 MR. KELLEY: Well, you could have reserved  
2 time for redirect on your own, Joel, but you  
3 didn't. I am being kind and just allowing  
4 things to progress. I am just asking you please  
5 to wrap it up.

6 MR. ROTHMAN: Thank you for your kindness.

7 THE WITNESS: I have 20.

8 BY MR. ROTHMAN:

9 Q Is 20 a declaration that you signed in this  
10 case on September 23rd, 2024 as indicated on page 4?

11 A Yes. That's what the document says. I am  
12 reviewing it now.

13 Q You see on the top of page 16 -- excuse me.  
14 On the top of page 4, paragraph 16, it says "Upon  
15 information believed Max used the Synthesis software to  
16 create foundation for Haptic as it is highly unlikely  
17 that Mr. Fischer had either the resources and time to  
18 develop the Haptic software by using Synthesis source  
19 code as a foundation?"

20 A I see that.

21 Q Okay. Do you see now, does this refresh  
22 your recollection that you accused my client of copying  
23 the Synthesis source code?

24 MR. KELLEY: Objection to form.

25 THE WITNESS: I don't see that I said that

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1 he copied it.

2 BY MR. ROTHMAN:

3 Q You say he used the Synthesis software to  
4 use for Haptic?

5 MR. KELLEY: Objection, form.

6 THE WITNESS: What?

7 BY MR. ROTHMAN:

8 Q What else could it possibly mean?

9 A It means that in 2018, he told us that he  
10 had it. He had gotten it from Prism and he was  
11 authorized to use it.

12 (Whereupon, Brandon Fischer joined the Zoom.)

13 BY MR. ROTHMAN:

14 Q My client told you that he had gotten the  
15 source code from Prism and he was authorized to develop  
16 on top of it?

17 A That's not what I said. I said he said to  
18 us in an email in May of 2018 that he was going to get  
19 the source code from Prism so he could participate with  
20 Kevin, like the talks that him and Kevin had in 2018 of  
21 what to develop and how to develop.

22 If Synthesis is still in the source code,  
23 then that must be a relationship thing that he has with  
24 Prism. I mean, I am not privy to that information,  
25 hence why we did not state that he stole it or copied

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1 it or whatever.

2 Q That's the sole basis for your statement in  
3 paragraph 16?

4 MR. KELLEY: Objection to form.

5 BY MR. ROTHMAN:

6 Q Something that was a discussion between  
7 Mr. Mase and my client?

8 MR. KELLEY: Objection to form.

9 THE WITNESS: He said he was going to do  
10 it. I assumed he did it.

11 BY MR. ROTHMAN:

12 Q But you weren't part of that conversation?

13 MR. KELLEY: Objection to form.

14 THE WITNESS: It was an email.

15 BY MR. ROTHMAN:

16 Q You saw the email?

17 A Yes.

18 Q Is that something that you produced in this  
19 case?

20 A I don't recall. But I saw the email back  
21 in 2018.

22 MR. ROTHMAN: Okay. All right. I've got  
23 no further questions.

24 MR. KELLEY: No further questions.

25 MR. ROTHMAN: We are going to need the

1 transcript, Ms. Schreiber, you know, if I can  
2 get it by Friday. Read.  
3 MR. KELLEY: Yes, copy. He will read.  
4 (Whereupon, the deposition was concluded at 2:11 p.m.)  
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Richard D. Kelley, Esq.  
rkelley@beankkinney.com

10/31/2024

RE: Max Minds, LLC v. Triangle Experience Group, Inc., Et Al.  
10/30/2024, C/R Robert Clare , Triangle Experience Group  
(#6984511)

The above-referenced transcript is available for  
review.

C/R Robert Clare, should read the testimony to  
verify its accuracy. If there are any changes,  
C/R Robert Clare, should note those with the reason  
on the attached Errata Sheet.

C/R Robert Clare, should, please, date and sign the  
Errata Sheet and email to the deposing attorney as well as  
to Veritext at Transcripts-fl@veritext.com and copies will  
be emailed to all ordering parties.

It is suggested that the completed errata be returned 30  
days from receipt of testimony, as considered reasonable  
under Federal rules\*, however, there is no Florida statute  
to this regard.

If the witness fails to do so, the transcript may be used  
as if signed.

Yours,  
Veritext Legal Solutions

\*Federal Civil Procedure Rule 30(e)/Florida Civil Procedure  
Rule 1.310(e).

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Max Minds, LLC v. Triangle Experience Group, Inc., Et Al.  
10/30/2024, C/R Robert Clare , Triangle Experience Group  
(#6984511)

E R R A T A S H E E T

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REASON\_\_\_\_\_

Under penalties of perjury, I declare that I have  
read the foregoing document and that the facts  
stated in it are true.

C/R Robert Clare

DATE



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CERTIFICATE OF OATH

STATE OF FLORIDA )

SS:

COUNTY OF MIAMI-DADE )

I, MARLA SCHREIBER, Shorthand Reporter, Notary  
Public, State of Florida, certify that Robert Edward  
Clare appeared before me on the 30th day of October,  
2024 and was duly sworn.

Signed this 31st day of October 2024.



---

MARLA SCHREIBER, SHORTHAND REPORTER  
NOTARY PUBLIC, State of Florida

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REPORTER'S CERTIFICATE

STATE OF FLORIDA)

COUNTY OF MIAMI-DADE )

I, Marla Schreiber, Shorthand Reporter, certify  
that I was authorized to and did stenographically  
report the foregoing proceedings; and that the  
transcript is a true record.

I further certify that I am not a relative,  
employee, or counsel of any of the parties, nor am I  
a relative or employee of any of the parties'  
attorney or counsel connected with the action, nor  
am I financially interested in the action.

Dated this 31st day of October, 2024.



---

MARLA SCHREIBER, SHORTHAND REPORTER

NOTARY PUBLIC, Commission # HH431793

MY COMMISSION EXPIRES:

October 14, 2027

[& - 32]

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<b>&amp;</b>	<b>11:02</b> 37:18	<b>2017</b> 59:14,24	<b>23</b> 6:20 33:10
<b>&amp;</b> 2:11,13	<b>11:10</b> 37:15,19	62:3 75:5,11,20	64:5 92:19
<b>0</b>	<b>11a</b> 3:12 38:6	111:7	<b>23005</b> 29:25
<b>00001052</b> 10:3	39:4	<b>2018</b> 59:15,24	<b>231</b> 2:8
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<b>00779</b> 1:3	<b>12:35</b> 84:17	122:9,18,20	101:9
<b>1</b>	<b>12:50</b> 84:18	123:21	<b>23rd</b> 121:10
<b>1</b> 3:10 4:12,21	<b>13254</b> 127:13	<b>2019</b> 33:8,8,12	<b>24</b> 37:25 68:16
5:22 6:6,9 12:6	128:15	33:17,20 111:9	113:17
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<b>1-10</b> 1:9	<b>15</b> 7:2	44:13 67:17	<b>27903</b> 108:6,12
<b>1.310</b> 125:25	<b>150</b> 2:12	76:7 115:25	<b>28</b> 6:25
<b>10</b> 100:18	<b>15th</b> 7:7	<b>2021</b> 107:22	<b>28623</b> 90:25
<b>10.0.0.4</b> 19:21	<b>16</b> 121:13,14	<b>2023</b> 64:8,17	91:2
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